

# ***Oconee County Council***

## **Committee Assignments & Meeting Dates**

### **2023**

#### **Budget, Finance & Administration**

**February 24<sup>th</sup>** [Strategic Planning Retreat beginning at 9 a.m.]

**March 24<sup>th</sup>** [Budget Workshop -9a.m.]

**March 7<sup>th</sup>, April 18<sup>th</sup>, May 2<sup>nd</sup>** [4:30 p.m. – prior to CC meeting]

- **Mr. Elliott, Chair**
- All Council Members

#### **Law Enforcement, Public Safety, Health & Welfare [4:30 p.m. – prior to CC meeting]**

**February 21<sup>st</sup>, May 16<sup>th</sup>, July 18<sup>th</sup>, September 19<sup>th</sup>**

- **Mr. Davis, Chair**
- Mr. Mize
- Mr. Elliott

#### **Transportation [4:30 p.m. – prior to CC meeting]**

**February 21<sup>st</sup>, May 16<sup>th</sup>, July 18<sup>th</sup>, September 19<sup>th</sup>**

- **Mr. Hart, Chair**
- Mr. Davis
- Mr. Elliott

#### **Planning & Economic Development [4:30 p.m. – prior to CC meeting]**

**March 21<sup>st</sup>, June 6<sup>th</sup>, August 15<sup>th</sup>, & October 17<sup>th</sup>**

- **Mr. Davis, Chair**
- Mr. Mize
- Mr. Elliott

#### **Real Estate, Facilities & Land Management [4:30 p.m. – prior to CC meeting]**

**March 21<sup>st</sup>, June 6<sup>th</sup>, August 15<sup>th</sup>, & October 17<sup>th</sup>**

- **Mr. Mize, Chair**
- Mr. Davis
- Mr. Hart

**ALL Committee meetings begin at 4:30 p.m. unless otherwise noted.**

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
PROCLAMATION 2023-02**

**A PROCLAMATION FOR PEACE OFFICERS' MEMORIAL DAY**

**WHEREAS**, the Congress and the President of the United States have designated May 15 as Peace Officers' Memorial Day;

**WHEREAS**, the members of the law enforcement agencies of Oconee County play an essential role in safeguarding the rights and freedoms of the citizens of our community;

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement officers, and that law enforcement officers recognize their duty to serve the people of this community by protecting them against violence and disorder; and

**WHEREAS**, the law enforcement officers of Oconee County unceasingly provide a vital public service.

**NOW, THEREFORE**, we, the Oconee County Council, in recognition of Peace Officers' Memorial Day, would like to honor the memory of those law enforcement officers, who through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, to offer appreciation to the retired officers for their service to the law enforcement profession, and to honor those law enforcement officers presently serving the community.

**APPROVED AND ADOPTED** this 2<sup>nd</sup> day of May, 2023.  
OCONEE COUNTY, SOUTH CAROLINA

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Matthew Durham  
Chairman, Oconee County Council

ATTEST:

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Jennifer C. Adams, Clerk to Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-05**

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**AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
AMENDMENT TO THE FEE-IN-LIEU OF TAX AGREEMENT BY AND  
BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND A  
COMPANY KNOWN TO THE COUNTY AND REFERRED TO FOR THE  
TIME BEING AS “PROJECT EVPACK AFFILIATE,” DATED AS OF  
SEPTEMBER 19, 2017; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“County Council”), is authorized by the Code of Laws of South Carolina, 1976, as amended (“Code”), particularly Title 12, Chapter 44 (“FILOT Act”): (i) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (ii) to covenant with such companies to accept certain fees in lieu of ad valorem tax payments with respect to projects in the County;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their negotiated fee-in-lieu of *ad valorem* tax payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County is party to the Fee-in-Lieu of Tax Agreement, by and between the County and a company known to the County and referred to for the time being as “Project EVPack Affiliate” (“Company”), dated as of September 19, 2017 (“Fee Agreement”);

WHEREAS, an affiliate of the Company known to the County and referred to for the time being as “Project EVPack” has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, “Project EVPack” and the Company have requested that the County enter into an amendment to the Fee Agreement in connection with the 2023 Expansion Project (“FILOT Amendment”) in exchange for certain economic development incentives as set forth in the FILOT Amendment, the substantially final form of which is attached as Exhibit A to this Ordinance; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the FILOT Amendment under the FILOT Act and the MCIP Act:

NOW, THEREFORE, BE IT ORDAINED by the County Council as follows:

**Section 1. *County Council Findings.*** Based solely on information provided to the County by “Project EVPack,” it is hereby found, determined, and declared by the County Council, as follows:

- (a) the 2023 Expansion Project constitutes a “project” as that term is referred to and defined in the FILOT Act;
- (b) the 2023 Expansion Project will serve the purposes of the FILOT Act;
- (c) the 2023 Expansion Project will be located entirely within the County;
- (d) the 2023 Expansion Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;
- (e) the 2023 Expansion Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;
- (f) the purposes to be accomplished by the 2023 Expansion Project, *i.e.*, economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;
- (g) the inducement of the location or expansion of the 2023 Expansion Project within the County is of paramount importance; and
- (h) the anticipated benefits of the 2023 Expansion Project to the public will be greater than the costs.

**Section 2. *Authorization and Approval of Form of FILOT Amendment.*** To promote industry, develop trade, and utilize and employ the workforce, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the FILOT Amendment is hereby authorized and approved. The substantially final form of the FILOT Amendment presented at this meeting, attached hereto as Exhibit A, is approved, and all of its terms are incorporated into this Ordinance by reference as if the FILOT Amendment were set out in this Ordinance in its entirety. The Chairman of the County Council and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the FILOT Amendment in the name of and on behalf of the County, and to cause the executed FILOT Amendment to be delivered to “Project EVPack” and the Company and performed by the County. The FILOT Amendment hereby authorized is to be in substantially the form now before this meeting, with such changes thereto as determined by the official of the County executing the same to be acceptable and not materially adverse to the County, such official’s execution thereof to constitute conclusive evidence of such official’s determination.

**Section 3. *Effect of FILOT Amendment.*** Except as modified by the FILOT Amendment approved pursuant to this Ordinance, the Fee Agreement shall remain unchanged and in full force and effect.

**Section 4. *Authorization for County Officials to Act.*** The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each



authorized, empowered, and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the FILOT Amendment and the performance of all obligations of the County under and pursuant to this Ordinance and the FILOT Amendment.

**Section 5. *General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

**Section 6. *Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

**Section 7. *Severability.*** The provisions of this Ordinance are hereby declared to be severable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

[ONE SIGNATURE PAGE AND ONE EXHIBIT FOLLOW]  
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Passed and approved: May 16, 2023

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: April 18, 2023  
Second Reading: May 2, 2023  
Public Hearing: May 16, 2023  
Third Reading: May 16, 2023

**EXHIBIT A**  
**FORM OF AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT**

AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT

This AMENDMENT TO FEE-IN-LIEU OF TAX AGREEMENT (“FILOT Amendment”) is dated effective as of \_\_\_\_\_, 2023 (“Effective Date”), by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (“County”), [\_\_\_\_\_] , a [\_\_\_\_\_] corporation (“[\_\_\_\_\_]”), and [\_\_\_\_\_] , a [\_\_\_\_\_] corporation (“Company”). Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Fee-in-Lieu of Tax Agreement, by and between the County and the Company and dated as of [\_\_\_\_\_] (“Fee Agreement”).

WITNESSETH:

WHEREAS, the County, acting by and through its County Council (“County Council”), is authorized by the Code of Laws of South Carolina, 1976, as amended (“Code”), particularly Title 12, Chapter 44 (“FILOT Act”): (i) to enter into a fee agreement with companies meeting the requirements of the FILOT Act, which identifies certain property of such companies as economic development property, to induce such companies to locate in the State of South Carolina (“State”) and to encourage companies now located in the State to expand their investments and thus make use of and employ workers and other resources of the State; and (ii) to covenant with such companies to accept certain fees in lieu of ad valorem tax payments with respect to projects in the County;

WHEREAS, the County, acting by and through the County Council, is further authorized and empowered under and pursuant to the provisions of Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended (“MCIP Act”) to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the MCIP Act and to permit investors to claim special source credits against their Negotiated FILOT Payments to reimburse such investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprises in order to enhance the economic development of the County; and to create, in conjunction with one or more other counties, a multi-county park in order to afford certain enhanced tax credits to investors for expenditures for infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used or to be used in the operation of manufacturing or commercial enterprise in order to enhance the economic development of the County and to facilitate the grant of special source or other infrastructure improvement credits;

WHEREAS, the County and the Company are parties to the Fee Agreement;

WHEREAS, [\_\_\_\_\_] , an affiliate of the Company, has expressed its intent to the County to invest an anticipated \$42.7 million dollars and hire an anticipated 122 full-time employees in the County in connection with the expansion of the manufacturing operations located at the Company’s existing manufacturing facility in the County (“2023 Expansion Project”);

WHEREAS, based solely on the information provided by [\_\_\_\_\_] to the County, the County has made specific proposals, including proposals to offer certain economic development incentives set forth herein to [\_\_\_\_\_] and the Company, for the purpose of inducing [\_\_\_\_\_] to locate the 2023 Expansion Project in the County (collectively, “Incentives”);

WHEREAS, [\_\_\_\_\_] and the Company have requested that the County enter into this FILOT Amendment in connection with the 2023 Expansion Project in order to memorialize the terms of the Incentives being offered by the County to [\_\_\_\_\_] and the Company; and

WHEREAS, it is in the public interest, for the public benefit and in furtherance of the public purposes of the FILOT Act and the MCIP Act that the County Council provide approval for the Incentives under



the FILOT Act and the MCIP Act:

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, and the sum of \$5.00 in hand, duly paid by [ ] and the Company to the County, the receipt and sufficiency of which are hereby acknowledged, the County, [ ] and the Company agree as follows:

**Section 1.** *Addition of [ ] to the Fee Agreement.* [ ] hereby joins and is added to the Fee Agreement as a Company Affiliate and a member of the Controlled Group. The County acknowledges and agrees that by virtue of [ ]'s addition to the Fee Agreement as a Company Affiliate and a member of the Controlled Group, [ ]'s investment in the County in connection with the 2023 Expansion Project shall be eligible for the fee in lieu of tax arrangement and all benefits provided in the Fee Agreement (as amended by this FILOT Amendment), subject to the same terms and conditions applicable to the Company, except as otherwise set forth in this FILOT Amendment.

**Section 2.** *Recapitulation Update.*

(a) Section 1.01(b)(1) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

1. Legal Name of each party to this Agreement:

[ ], a Delaware corporation

[ ] Inc., a Michigan corporation

Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina

(b) Section 1.01(b)(3) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

3. Minimum investment agreed upon:

\$102,700,000 by the Company and [ ], collectively

(c) Section 1.01(b)(9)(c) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(c) For the Project, Special Source Revenue Credits will be provided as follows: (i) Special Source Revenue Credits in the amount of thirty-five percent (35%) for calendar years 2017 to 2022 (tax years 2018 to 2023); (ii) Special Source Revenue Credits in the amount of forty-five percent (45%) for calendar years 2023 to 2031 (tax years 2024 to 2032); (iii) Special Source Revenue Credits in the amount of forty percent (40%) for calendar years 2032 to 2039 (tax years 2033 to 2040); (iv) Special Source Revenue Credits in the amount of thirty-five (35%) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (v) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (provided for so long as the Company, [ ] or any of their respective affiliates occupies the former [ ] building now owned by [ ]) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

**Section 3. Definitions.** The definition of Project in Section 1.02 of the Fee Agreement (as amended pursuant to this FILOT Amendment) is intended to, and shall be interpreted and applied such that includes the 2023 Expansion Project, and such definition is hereby amended and restated in its entirety as set forth below:

“*Project*” shall have the meaning set forth in the recital hereto and shall include, without limitation: (i) the buildings and other improvements on the Land to the extent placed thereon by the Company or any member of the Controlled Group (including water, sewer treatment and other infrastructure facilities); (ii) other machinery, apparatuses, equipment, office facilities, and furnishings which are necessary, suitable, or useful, including the Equipment; and (iii) any Replacement Property.

**Section 4. Payments in Lieu of Ad Valorem Taxes.** Section 5.01(b)(iii) of the Fee Agreement is hereby amended and restated in its entirety as set forth below:

(iii) (1) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2017 to 2022 (tax years 2018 to 2023); (2) a Special Source Revenue Credit in the amount of forty-five percent (45%) of the payments described in the foregoing subsection (ii) for calendar years 2023 to 2031 (tax years 2024 to 2032); (3) a Special Source Revenue Credit in the amount of forty (40%) of the payments described in the foregoing subsection (ii) for calendar years 2032 to 2039 (tax years 2033 to 2040); (4) a Special Source Revenue Credit in the amount of thirty-five percent (35%) of the payments described in the foregoing subsection (ii) for calendar years 2040 to 2047 (tax years 2041 to 2048); and (5) an additional Special Source Revenue Credit in the amount of Nine Thousand Dollars (\$9,000.00) per year (which shall be provided for so long as the Company, [\_\_\_\_], or any of their respective affiliates occupies the former [\_\_\_\_] building now owned by [\_\_\_\_]) for calendar year 2017 (tax year 2018) through calendar year 2047 (tax year 2048), provided, however, in no event shall the grant of a Special Source Revenue Credit ever result in a negative FILOT Payment.

**Section 5. Repayment of Incentives.** The Fee Agreement is hereby amended and restated by adding Section 5.02 as set forth below:

(a) If the Company and [\_\_\_\_] do not collectively invest at least Eighty-Two Million One Hundred Sixty Thousand Dollars (\$82,160,000) by the end of the Investment Period (“Minimum SSRC Investment”), then: (i) [\_\_\_\_] shall repay a pro rata amount of any Special Source Revenue Credits the Company and [\_\_\_\_] have previously received, calculated as set forth in Section 5.02(b); and (ii) the percentage of any future Special Source Revenue Credits provided to the Company and [\_\_\_\_] shall be reduced by a percentage equal to the pro rata repayment percentage calculated pursuant to Section 5.02(b).

(b) The pro rata repayment amount is calculated as follows:

Aggregate SSRC \* (1-(Actual Investment/Minimum SSRC Investment)) = Repayment Amount

Repayment Percentage = Repayment Amount/Aggregate SSRC

For example, if the Company has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but the Company and [\_\_\_\_] do not meet the Minimum SSRC Investment by the end of the Investment Period, but instead only make an investment of \$75,000,000 by the end of the Investment Period, then [\_\_\_\_] would be required to repay to the County approximately \$8,715, calculated as follows:

$\$75,000,000 / \$82,160,000 = 0.91285$

$1 - 0.91285 = 0.08715$

$\$100,000 * 0.08715 = \$8,715$

In addition, the Special Source Revenue Credits, if any, for any remaining years would be reduced by 8.715% (*i.e.*, \$8,715 / \$100,000).

Any payment to be made under this Section 5.02 shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code.

**(c) THE SPECIAL SOURCE REVENUE CREDITS ARE PAYABLE SOLELY FROM THE FILOT PAYMENTS, ARE NOT SECURED BY, OR IN ANY WAY ENTITLED TO, A PLEDGE OF THE FULL FAITH, CREDIT OR TAXING POWER OF THE COUNTY, ARE NOT AN INDEBTEDNESS OF THE COUNTY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, ARE PAYABLE SOLELY FROM A SPECIAL SOURCE THAT DOES NOT INCLUDE REVENUES FROM ANY TAX OR LICENSE, AND ARE NOT A PECUNIARY LIABILITY OF THE COUNTY OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE COUNTY.**

**Section 6. *Amendment Expenses.*** The Company and [\_\_\_\_\_] agree to reimburse the County for up to Five Thousand Dollars (\$5,000) in administration and legal expenses incurred in connection with this FILOT Amendment (“Amendment Expenses”) within thirty (30) days after receiving a written request from the County. The County’s written request shall include a general description of the nature of the Amendment Expenses, provided, however, the County is not required to provide any documentation which may be privileged or confidential, nor is the County to make any arrangement with its legal counsel other than as is customary between the parties (*e.g.*, using a fixed fee arrangement).

**Section 7. [\_\_\_\_\_]’s and the Company’s Rights and Responsibilities After this FILOT Amendment.** Notwithstanding any other provision of the Fee Agreement (as amended by this FILOT Amendment), [\_\_\_\_\_] the Company and the County acknowledge and agree that as of the Effective Date of this FILOT Amendment: (a) [\_\_\_\_\_] shall be severally (and not jointly with the Company) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by [\_\_\_\_\_] ; and (b) the Company shall be severally (and not jointly with [\_\_\_\_\_] ) responsible for all obligations, including without limitation payments due to the County, under the Fee Agreement (as amended by this FILOT Amendment) pertaining to property owned by the Company.

**Section 8. *Notices.*** Section 12.03 of the Fee Agreement is hereby amended and restated in its entirety as set forth in Exhibit A of this FILOT Amendment.

**Section 9. *Effect of this FILOT Amendment.*** The Fee Agreement remains in full force and effect, subject to the terms, conditions, and agreements in this FILOT Amendment.

**Section 10. *Multiple Counterparts.*** This FILOT Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

**Section 11. *Effective Date.*** This FILOT Amendment is effective as of the Effective Date.

**Section 12. *FILOT Amendment Binding on Successors and Assigns.*** This FILOT Amendment is binding upon, and inures to the benefit of the County, [\_\_\_\_\_], and the Company's respective successors and assigns.

[SIGNATURES AND ONE EXHIBIT FOLLOW]  
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IN WITNESS THEREOF, the County, acting by and through the County Council, has caused this FILOT Amendment to be executed in its name and behalf by the Chair of the County Council and to be attested by the Clerk to County Council; the Company has caused this FILOT Amendment to be executed by its duly authorized officer; and [ ] has caused this FILOT Amendment to be executed by its duly authorized officer, all as of the Effective Date.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

[ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[ ]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

Section 12.03. Notices; Demands; Requests. All notices, demands and requests to be given or made hereunder to or by the County, [\_\_\_\_], or the Company shall be in writing and shall be deemed to be properly given or made if sent by United States first class mail, postage prepaid or reputable courier service, addressed as follows or to such other persons and places as may be designated in writing by such party.

(a) As to the County:

Oconee County  
c/o Oconee County Administrator  
415 South Pine Street  
Walhalla, SC 29691

*With a copy (which shall not constitute notice) to:*

Mr. Jamie Gilbert  
President & CEO  
528 Bypass 123, Suite G  
Seneca, SC 29678  
jgilbert@oconeesc.com  
(864) 364-5556

*With a copy (which shall not constitute notice) to:*

Oconee County Attorney  
415 South Pine Street  
Walhalla, SC 29691

*With a copy (which shall not constitute notice) to:*

Michael E. Kozlarek, Esq.  
King Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602-0565

(b) As to the Company:

[\_\_\_\_\_]

*With a copy (which shall not constitute notice) to:*

Ms. Stephanie L. Yarbrough  
Womble Bond Dickinson (US) LLP  
5 Exchange Street  
Charleston, SC 29401  
Stephanie.Yarbrough@wbd-us.com  
(843) 720-4621

(c) As to [\_\_\_\_\_]:

[\_\_\_\_\_]

*With a copy (which shall not constitute notice) to:*

Ms. Stephanie L. Yarbrough  
Womble Bond Dickinson (US) LLP  
5 Exchange Street  
Charleston, SC 29401  
Stephanie.Yarbrough@wbd-us.com  
(843) 720-4621

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-07**

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**AN ORDINANCE AUTHORIZING, PURSUANT TO TITLE 12, CHAPTER 44 OF THE CODE OF LAWS OF SOUTH CAROLINA 1976, AS AMENDED, THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AND PROJECT MADE, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES AND OTHER PROJECT COMPANIES (COLLECTIVELY, “COMPANY”); PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE GRANT AGREEMENTS; AUTHORIZING THE CONVEYANCE OF CERTAIN REAL ESTATE FOR PROJECT MADE; AND OTHER RELATED MATTERS.**

WHEREAS, Oconee County, South Carolina (“County”), acting by and through its County Council (“Council”), is authorized and empowered, under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended through the date hereof (“Code”), particularly Title 12, Chapter 44 thereof (“Negotiated FILOT Act”) and Title 4, Chapter 1 of the Code (“Multi-County Park Act” or, as to Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, “Special Source Act”) (collectively, “Act”), and by Article VIII, Section 13 of the South Carolina Constitution: (i) to enter into agreements with investors to establish projects through which the economic development of the State of South Carolina (“State”) will be promoted and trade developed, thus utilizing and employing the manpower, agricultural products, and natural resources of the State; (ii) to covenant with those investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT (“Negotiated FILOT”) payments, and granting certain special source revenue credits (“SSRCs”) to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“Infrastructure”); and (iii) to create or expand, in conjunction with one or more other counties, a multi-county industrial or business park to allow such special source revenue credits and certain enhanced income tax credits to those investors;

WHEREAS, the County has caused to be prepared and presented to the Council the form of an agreement (“MCIP Agreement”) for Development of a Joint County Industrial Park (Project Made) by and between the County and Pickens County (“Park”), the substantially final form of which is attached as Exhibit C, pursuant to which certain real property consisting of approximately 32.6 acres in the Oconee Industry & Technology Park, as further described on the attached Exhibit A (the “Project Site”) shall be located in a Park upon the approval of this Ordinance by the Council and the approval of a separate ordinance by the Pickens County Council;

WHEREAS, the property located in the Park is exempt from ad valorem taxation and the owners of that property pay a non-negotiated fee in lieu of tax payment in the absence of a Negotiated FILOT (“Non-Negotiated FILOT”);

WHEREAS, the County, acting by and through its Council, is further authorized and empowered under and pursuant to the provisions of the Multi-County Park Act to provide for payments-in-lieu of taxes with respect to property located in a multi-county business or industrial park created under the Multi-County Park Act and to create, in conjunction with one or more other counties, a multi-county park to afford certain enhanced tax credits to those investors;

WHEREAS, Project Made, acting for itself, one or more current or future affiliates and other project sponsors (collectively, “Company”) proposes to invest in, or cause others to invest in, the establishment or expansion of a distribution facility in the County (“Project”), which the Company expects will result in the investment of approximately \$10,800,000 in taxable property and the creation of approximately 25 new, full-time equivalent jobs;

WHEREAS, the Company has identified the Project Site in the County as an appropriate site for the Project, subject to satisfactory due diligence investigations;

WHEREAS, the Project Site is owned by the County and the County desires to convey the Project Site to the Sponsor upon the terms described in the Purchase and Sale Agreement attached hereto as Exhibit E (the “PSA”);

WHEREAS, pursuant to an Inducement Resolution adopted by the Council on [●], 2023, the County identified the Project as a “project” as provided in the Act and gave preliminary approval to certain incentives;

WHEREAS, the Company has caused to be prepared and presented to this meeting the form of the Fee in Lieu of *Ad Valorem* Taxes and Special Source Revenue Credit Agreement, attached as Exhibit B, by and between the County and the Company (“Fee Agreement”), which provides for (i) fee in lieu of tax payments utilizing a 6% assessment ratio for a period of 30 years for the Project or each component thereof placed in service during the investment period as provided according to the Act; and (ii) SSRCs with a term of 7 years with respect to the Negotiated FILOT payments; and

WHEREAS, it appears that the Fee Agreement, the MCIP Agreement, and the PSA, each of which are now before this meeting, are in appropriate form and are each an appropriate instrument to be executed and delivered by the County for the purposes intended.

WHEREAS, at the Company’s request, the County intends to acknowledge and approve a grant agreement related to the Project (the “Grant Agreement”) as is attached, in substantially final form, to this Ordinance as Exhibit D.

NOW, THEREFORE, BE IT ORDAINED by the Council, as follows:

**Section 1. Statutory Findings.** Based solely on information provided to the County by the Company, it is hereby found, determined, and declared by the County Council, as follows:

(a) The Project will constitute a “project” as that term is referred to and defined in the Act, and the County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the Act;

(b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County, and the County has evaluated the Project based on all criteria prescribed by law, including the anticipated dollar amount and nature of the investment to be made and the anticipated costs and benefits to the County;

(c) The Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally;

(d) The Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either;

(e) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(f) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and

(g) The anticipated benefits of the Project to the public will be greater than the costs.

**Section 2. *Multi-County Park.*** The County intends to use its commercially reasonable efforts to designate the Project and the Land as part of the Park or a separate multi-county industrial or business park, if not already so designated, and intends to use its commercially reasonable efforts to maintain the Project and the Land within the boundaries of a multi-county industrial or business park pursuant to the provisions of the Multi-County Park Act and Article VIII, Section 13(D) of the State Constitution on terms which provide, for all jobs created at the Project through the end of the investment period set forth in the MCIP Agreement, any additional job tax credits afforded by the laws of the State for projects located within multi-county industrial or business parks, and on terms, and for a duration, which facilitate the special source revenue credits set forth in the recitals of this Ordinance. Sharing of expenses and revenues of the County and Pickens County shall be as set forth in the MCIP Agreement (or applicable agreement related to any subsequent multi-county industrial or business park).

**Section 4. *Authorization of an Approval of Form of Fee Agreement, MCIP Agreement, PSA, and Grant Agreement.*** To promote industry, develop trade, and utilize and employ the manpower, products, and natural resources of the State by assisting the Company to expand or locate a manufacturing facility in the State, the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement are each authorized and approved. The form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement presented at this meeting, respectively, as attached as Exhibit B, Exhibit C, Exhibit D, and Exhibit E, are each approved, and all of the terms of each are incorporated in this Ordinance by reference as if the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement were set out in this Ordinance in their entirety. The Chairman of the County Council, and the Clerk to County Council are each authorized, empowered, and directed to execute, acknowledge, and deliver the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement in the name of and on behalf of the County, and to cause the executed Fee Agreement, PSA, and the Grant Agreement to be delivered to the Company and the executed MCIP Agreement to be delivered to Pickens County. The Fee Agreement, the MCIP Agreement, the PSA and the Grant Agreement are in substantially the form now before this meeting, with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, on the advice of Counsel to the County, such official's execution thereof to constitute conclusive evidence of such official's approval of any and all changes or revisions therein from the form of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement now before this meeting.

**Section 5. *Authorization for County Officials to Act.*** The Chairman of the County Council, the Clerk to County Council, and the County Administrator, for and on behalf of the County, are each authorized and directed to do each thing that is reasonably necessary and prudent to effect the execution and delivery of the Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement and the performance of all obligations of the County under and pursuant to this Ordinance and Fee Agreement, the MCIP Agreement, the PSA, and the Grant Agreement.

**Section 6. *General Repealer.*** Each order, resolution, ordinance, or part of the same in conflict with this Ordinance, is, to the extent of that conflict, repealed.

**Section 7. *Effective Date.*** This Ordinance is effective at its approval following a public hearing and third reading.

[ONE SIGNATURE PAGE AND 3 EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

Passed and approved: [●]

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

First Reading: April 18, 2023  
Second Reading: May 2, 2023  
Public Hearing: May 16, 2023  
Third Reading: May 16, 2023



**EXHIBIT A**  
**DESCRIPTION OF PROJECT MADE PROPERTY**  
[LEGAL DESCRIPTION TO BE UPDATED PRIOR TO ENACTMENT]

**EXHIBIT B**  
**FORM OF FEE IN-LIEU OF *AD VALOREM* TAXES AND**  
**SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**EXHIBIT C**  
**FORM OF MCIP AGREEMENT**

**EXHIBIT D**  
**FORM OF GRANT AGREEMENT**

**EXHIBIT E**  
**FORM OF PURCHASE AND SALE AGREEMENT**

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**FEE-IN-LIEU OF *AD VALOREM* TAXES AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

**BETWEEN**

**PROJECT MADE**

**AND**

**OCONEE COUNTY, SOUTH CAROLINA**

**EFFECTIVE: [●], 2023**

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**FEE-IN-LIEU OF AD VALOREM TAXES AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

THIS FEE-IN-LIEU OF *AD VALOREM* TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT (“*Fee Agreement*”) is entered into, effective, [●], 2023, between Oconee County, South Carolina (“*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (“*State*”), acting through the Oconee County Council (“*County Council*”) as the governing body of the County, and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

**WITNESSETH:**

**WHEREAS**, the County is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (“*Act*”) of the Code of Laws of South Carolina 1976, as amended (“*Code*”): (i) to enter into agreements with certain entities meeting the requirements of the Act to construct, operate, maintain, and improve certain industrial and commercial properties through which the economic development of the State of South Carolina will be promoted and trade developed by inducing corporate headquarters, manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain payments in lieu of *ad valorem* taxes with respect to the project; and (iii) to maintain, create or expand, in conjunction with one or more other counties, a multi-county industrial park in order to afford certain enhanced income tax credits to such investors;

**WHEREAS**, County is authorized and empowered under and pursuant to Title 4, Chapter 1 of the Code, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution (collectively, “*Multi-County Park Act*”) to establish or expand a multicounty industrial or business park and grant certain special source revenue credits against the fee in lieu of tax payments generated by such multicounty business park to pay costs of designing, acquiring, constructing improving or expanding (i) infrastructure serving a project or the County, and (ii) for improved or unimproved real estate and personal property including machinery and equipment used in the operating of a manufacturing or commercial enterprise (“*Infrastructure*”), and to provide for certain enhanced income tax credits to businesses located in such multicounty industrial or business park;

**WHEREAS**, the Sponsor proposes to establish a distribution and/or manufacturing facility on the real estate described in Exhibit A attached hereto (“*Real Property*”) in Oconee County, South Carolina (“*Project*”);

**WHEREAS**, the Project will involve an expected investment in taxable real and taxable personal property of at least \$10,800,000 during a five-year period, which would meet the minimum investment requirement under the Act;

**WHEREAS**, the Project is also expected to create not less than 25 new, full-time jobs in the County within a five-year period;

**WHEREAS**, based solely on information supplied by the Company to the County, pursuant to the Act, the County has determined that (a) the Project (as defined herein) is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs;

**WHEREAS**, the County Council adopted an inducement resolution on [●], 2023 and enacted an ordinance on [●], 2023 (“*Fee Ordinance*”), as an inducement to the Sponsor to develop the Project and at



the Sponsor's request, the County Council authorized the County to enter into this Fee Agreement as a fee-in-lieu of ad valorem tax agreement with the Sponsor which identifies the property comprising the Project as Economic Development Property under the Act subject to the terms and conditions hereof;

**WHEREAS**, the Project constitutes Economic Development Property within the meaning of the Act; and

**WHEREAS**, for the purposes set forth above, based on information regarding the Project provided by the Sponsor to the County, the County has determined that it is in the best interests of the County to enter into this Fee Agreement with the Sponsor subject to the terms and conditions herein set forth.

**NOW, THEREFORE, AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows, with the understanding that no obligation of the County described herein shall create a pecuniary liability or charge upon its general credit or taxing powers, but shall be payable solely out of the sources of payment described herein and shall not under any circumstances be deemed to constitute a general obligation to the County:

## **ARTICLE I PROJECT OVERVIEW**

**Section 1.1. *Agreement to Waive Requirement of Recapitulation.*** Pursuant to Section 12-44-55(B) of the Act, the County and the Sponsor agree to waive the requirement of including in this Agreement the recapitulation information as set forth in Section 12-44-55(A) of the Act. If the Sponsor should be required retroactively to comply with the recapitulation requirements of Section 12-44-55 of the Act, then the County agrees, to the extent permitted by law, to waive all penalties (if any) of the County for the Sponsor's noncompliance that are within the County's control.

**Section 1.2. *Rules of Construction; Defined Terms.*** In addition to the words and terms elsewhere defined in this Fee Agreement, the terms defined in this Article shall have the meaning herein specified, unless the context clearly requires otherwise. The definition of any document shall include any amendments to that document unless the context clearly indicates otherwise.

"Act" shall mean Title 12, Chapter 44, Code of Laws of South Carolina, 1976, as amended, and all future acts supplemental thereto or amendatory thereof.

"Act Minimum Investment Requirement" shall mean an investment of at least \$2,500,000 by the Sponsors of eligible economic development property under the Act.

"Administrative Expenses" shall mean the reasonable and necessary expenses including reasonable attorneys' fees, incurred by the County in connection with the Project and this Agreement and any ordinances, resolutions or other documents related thereto; provided, however, that no such expense shall be considered an Administration Expense unless the County furnishes to the Sponsor a statement in writing providing a general description of such expense has been incurred and the amount of such expense.

"Chairman" shall mean the Chairman of the County Council of Oconee County, South Carolina.

"Commencement Date" shall mean the last day of the property tax year during which Economic Development Property is first placed in service, except that this date must not be later than the last day of the property tax year which is three years from the year in which the County and the Sponsor execute this Fee Agreement.

"County" shall mean Oconee County, South Carolina, a body politic and corporate and political subdivision of the State of South Carolina, its successors, and assigns, acting by and through the Oconee

County Council as the governing body of the County.

“County Council” shall mean the Oconee County Council, the governing body of the County.

“Diminution of Value” in respect of any Phase of the Project shall mean any reduction in the value based on original fair market value as determined in Step 1 of Section 4.1 of this Fee Agreement, of the items which constitute a part of the Phase which may be caused by (i) the Sponsor’s removal of equipment pursuant to Section 4.7 of this Fee Agreement, (ii) a casualty to the Phase of the Project, or any part thereof, described in Section 4.8 of this Fee Agreement or (iii) a condemnation to the Phase of the Project, or any part thereof, described in Section 4.9 of this Fee Agreement.

“Economic Development Property” shall mean all items of real and tangible personal property comprising the Project which are eligible for inclusion as economic development property under the Act, become subject to this Fee Agreement, and which are identified by the Sponsor in connection with its annual filing of a SCDOR PT-300 or comparable form with the South Carolina Department of Revenue (as such filing may be amended from time to time) for each year within the Investment Period. Title to all Economic Development Property shall at all times remain vested in the Sponsor, except as may be necessary to take advantage of Section 12-44-160 of the Act.

“Equipment” shall mean all of the equipment, office furniture, and fixtures, together with any and all additions, accessions, replacements, and substitutions thereto or therefor to the extent such equipment and fixtures are not part of the Improvements.

“Event of Default” shall mean any Event of Default specified in Section 4.19 of this Fee Agreement.

“Fee Agreement” shall mean this Fee-In-Lieu of Ad Valorem Taxes and Special Source Revenue Credit Agreement.

“Fee Term” or “Term” shall mean the period from the date of delivery of this Fee Agreement until the last Phase Termination Date unless sooner terminated or extended pursuant to the terms of this Fee Agreement.

“FILOT” shall mean a fee-in-lieu of taxes pursuant to the Act or pursuant to the Multi-County Park Act, as the context requires.

“FILOT Payments” shall mean the Negotiated FILOT Payments.

“FILOT Revenues” shall mean the revenues received by the County from the Sponsor’s payment of Negotiated FILOT Payments.

“Improvements” shall mean the buildings, structures and other improvements constructed or to be constructed or installed upon the Real Property as part of the implementation of the Project.

“Infrastructure” means (i) the infrastructure serving the County or the Project, and (ii) improved and unimproved real estate. Upon the written election by the Sponsor and notice to the County, personal property, including machinery and equipment, used in the operation of a manufacturing or commercial enterprise, and such other items as may be described in or permitted under Section 4-29-68 of the Code shall also be included in the definition of Infrastructure.

“Infrastructure Credit” means an “infrastructure improvement credit” as defined in the Act.

“Investment Commitment” shall mean the investment in taxable real and personal property at the Project of at least \$10,800,000 by the last day of the 5<sup>th</sup> year of the Investment Period.

“Investment Period” shall mean the period commencing on the Commencement Date and ending on

the last day of the 10<sup>th</sup> year following the Commencement Date.

“Job Commitment” shall mean the creation at the Project of not less than 25 new, full-time equivalent jobs by the last day of the 5<sup>th</sup> year of the Investment Period.

“Multi-County Park” shall mean that multi-county industrial/business park established pursuant to a qualifying Multi-County Park Act agreement between the County and Pickens County, effective as of [●], 2023 (“MCIP Agreement”), and any amendments thereto, or any successor multi-county industrial/business park agreement thereto.

“Negotiated FILOT Payments” shall mean any fee in lieu of tax payments due pursuant to an agreement entered between the Sponsor and the County under the Act, including those under Section 4.1 hereof, with respect to that portion of the Project consisting of Economic Development Property.

“Phase” or “Phases” in respect of the Project shall mean the Real Property, Building and Equipment placed in service during each year of the Investment Period.

“Phase Termination Date” shall mean with respect to each Phase of the Project the last day of the property tax year that is no later than the 29<sup>th</sup> year following the first property tax year in which an applicable piece of economic development property is placed in service.

“Project” shall mean the Real Property, Improvements, and the Equipment, together with the acquisition and installation thereof as acquired, in Phases.

“Qualifying Infrastructure Costs” shall mean the costs of the Infrastructure.

“Real Property” shall mean the land identified on Exhibit A, together with all and singular rights, members, hereditaments, and appurtenances belonging or in any way incident or appertaining thereto to the extent such become a part of the Project under this Fee Agreement, all improvements hereafter situated thereon, and all fixtures hereafter attached thereto, to the extent such improvements and fixtures become part of the Project under this Fee Agreement.

“Replacement Property” shall mean any property which is placed in service as a replacement for any item of Equipment which is scrapped or sold by the Sponsor and treated as a Removed Component hereunder regardless of whether such property serves the same function as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment, but only to the extent that such property may be included in the calculation of the FILOT pursuant to Section 4.1 hereof and Section 12-44-60 of the Code.

“Retroactive Tax Payment” shall mean the payment due if the Sponsor fails to meet the Act Minimum Investment Requirement in an amount equal to the difference between ad valorem property taxes on the Real Property, Improvements, and the Equipment subject to payments in lieu of taxes under this Fee Agreement computed as if this Fee Agreement had not been in effect for such retroactive period and FILOT Payments made under this Fee Agreement for that retroactive period, taking into account exemptions and/or abatements from property taxes that would have been available to the Sponsor, including but not limited to any exemption and/or abatement provided pursuant to Section 12-37-220(A)(7) of the Code

“Special Source Revenue Credit” or “SSRC” shall mean the special source revenue credit granted by the County pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, as further described in Section 4.2 hereof.

“Sponsor” shall mean Project Made, a company duly qualified to transact business in the State, and

any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any assignee hereunder which is designated by the Sponsor and approved or ratified by the County.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall be deemed to include any and all amendments, supplements, addenda, and modifications to such agreement or document.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

**Section 2.1. *Representations of the County.*** The County hereby represents and warrants to the Sponsor as follows:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provisions of the Act is authorized and empowered to enter the transactions contemplated by this Fee Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein.

(b) Based on representations by the Sponsor, County Council evaluated the Project based on all relevant criteria including the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment resulting from the Project, and the anticipated costs and benefits to the County and following the evaluation, the County determined that (i) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (ii) the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against its general credit or taxing power; (iii) the purposes to be accomplished by the Project are proper governmental and public purposes; and (iv) the benefits of the Project are greater than the costs.

(c) Based on representations by the Sponsor, the Project constitutes a “project” within the meaning of the Act.

(d) By proper action of the County Council, the County has duly authorized the execution and delivery of this Agreement and any and all actions necessary and appropriate to consummate the transactions contemplated hereby.

(e) This Agreement has been duly executed and delivered on behalf of the County.

(f) The County agrees to use its best efforts to cause the Real Property to be located within the Multi-County Park, and the County will diligently take all reasonable acts to ensure that the Project will continuously be included within the boundaries of the Multi-County Park or another multi-county park for a term of at least 20 years in order that the maximum tax benefits afforded by the laws of the State of South Carolina for projects in the County located within multi-county industrial parks will be available to the Sponsor.

(g) No actions, suits, proceedings, inquiries, or investigations known to the undersigned representatives of the County are pending or threatened against or affecting the County in any court or before any governmental authority or arbitration board or tribunal, which could materially adversely affect the transactions contemplated by this Agreement or which could, in any way, adversely affect the validity or enforceability of this Agreement.

(h) The Multi-County Park is validly authorized and approved by the County and, to the best of the County’s knowledge, the Multi-County Park is validly authorized and approved by Pickens County,

South Carolina. The MCIP Agreement has been authorized and executed by the County and by Pickens County, South Carolina, and the County has not challenged or terminated and has no knowledge of Pickens County having terminated or challenged the validity of the Multi-County Park.

**Section 2.2. Representations of the Sponsor.** The Sponsor hereby represents and warrants to the County as follows:

(a) The Sponsor is duly organized and in good standing under the laws of the State of South Carolina, has power to enter into this Fee Agreement, and by proper company action has duly authorized the execution and delivery of this Fee Agreement.

(b) The Sponsor's execution and delivery of this Fee Agreement and its compliance with the provisions hereof will not result in any material default, not waived, or cured, under any company restriction or any material agreement or instrument to which the Sponsor is now a party or by which it is bound.

(c) The Sponsor intends to operate the Project as a "project" within the meaning of the Act as in effect on the date hereof. The Sponsor intends to develop, construct, install and operate, as applicable, certain facilities on the Real Property to conduct its distribution and/or manufacturing facility, and any other legal activities and functions with respect thereto, and for such other purposes permitted under the Act as the Sponsor may deem appropriate.

(d) The availability of the payment in lieu of taxes regarding the Economic Development Property authorized by the Act has, together with other incentives offered, induced the Sponsor to undertake the Project in the County.

(e) The Sponsor plans and intends to achieve its Investment Commitment and Job Commitment by the end of the Investment Period.

(f) The income tax year of the Sponsor, and accordingly the property tax year, for federal income tax purposes, ends on December 31.

(g) The Sponsor has retained legal counsel to confirm or has had a reasonable opportunity to consult legal counsel to confirm, its eligibility for the FILOT and other incentives granted by this Fee Agreement and has not relied on the County, its officials, employees, or legal representatives with respect to any question of eligibility or applicability of the FILOT and other incentives granted by this Fee Agreement.

### **ARTICLE III THE PROJECT**

**Section 3.1. The Project.** Pursuant to the Act, the Sponsor and the County hereby agree that the property comprising the Project shall be Economic Development Property as defined under the Act and therefore exempt from ad valorem taxation.

**Section 3.2. Diligent Completion.** The Sponsor agrees to use its reasonable efforts to cause the acquisition, construction, and installation of the Project to be completed as soon as practicable.

**Section 3.3. Multi-County Park.** By December 31, 2023, the County will use its reasonable efforts to cause the Real Property to be placed in the Multi-County Park (if not already in the Multi-County Park) and to be maintained in the Multi-County Park or in some other multicounty industrial or business park within the meaning of the Multi-County Park Act for at least as long as the SSRC is to be provided to the Sponsor under this Fee Agreement.

**Section 3.4. Leased Property.** To the fullest extent that State law allows or is revised or construed to permit leased assets including a building, or personal property to be installed in a building, to constitute Economic Development Property, then any property leased by the Sponsor is, at the election of the Sponsor, deemed to be Economic Development Property for purposes of this Fee Agreement.

#### **ARTICLE IV PAYMENTS IN LIEU OF TAXES AND SPECIAL SOURCE REVENUE CREDIT**

**Section 4.1. Negotiated FILOT Payments.** The Project is exempt from ad valorem taxation, but the Sponsor is required to make payments in lieu of *ad valorem* taxes to the County with respect to the Project. Inasmuch as the Sponsor anticipates the Project will involve an initial investment of sufficient sums to qualify to enter a negotiated fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the Act, the County and the Sponsor have negotiated the amount of the payments in lieu of taxes in accordance therewith. In accordance therewith, the Sponsor shall make payments in lieu of *ad valorem* taxes on all the Equipment, Improvements and Real Property which collectively comprise the Project and are placed in service, as follows: the Sponsor shall make payments in lieu of *ad valorem* taxes with respect to each Phase of the Project placed in service, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes, less the SSRC. The amount of such equal annual payments in lieu of taxes shall be determined by the following procedure (subject, in any event, to the required procedures under the Act):

Step 1: The fair market value of the Phase calculated as set forth in the Act, multiplied by,

Step 2: an assessment ratio of 6% to the fair market value as determined for each year in Step 1 to establish the taxable value of each Phase of the Project in the year it is placed in service and in each of the 30 years thereafter,

Step 3: Use a fixed millage rate applicable on June 30, 2022, which the parties believe to be 217.9 mills, to determine the amount of the payments in lieu of taxes which would be due in each year of the Fee Term on the payment dates prescribed by the County for such payments or such longer period of years that the annual fee payment is permitted to be made by the Sponsor under the Act, as amended.

Step 4: Reduce the calculated amounts determined in the previous Steps by the SSRC as described in Section 4.2 herein. The SSRC shall be applied as a reduction of the amount due and will be shown on the bill sent by the County to the Sponsor.

The Sponsor shall be entitled to an Investment Period of 10 years under this Fee Agreement as provided in the Act.

In the event that the Act and/or the above-described payments in lieu of taxes are declared invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions that such payments and this Fee Agreement be reformed so as to most closely effectuate the legal, valid, and enforceable intent thereof and so as to afford the Sponsor with the benefits to be derived hereof, it being the intention of the County to offer the Sponsor an inducement in the amounts and duration contemplated by this Fee Agreement to locate the Project in the County. If the Project is deemed to be subject to *ad valorem* taxation, the payment in lieu of *ad valorem* taxes to be paid to the County by the Sponsor shall become equal to the amount which would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the Project were and had not been Economic Development Property under the Act. In such event, any amount determined to be due and owing to the County from the Sponsor with respect to a year or years for which payments in lieu of *ad valorem* taxes have been previously remitted by the Sponsor to the County hereunder, shall be reduced by the total amount of payments in lieu of *ad valorem* taxes made by the Sponsor with respect to the

Project pursuant to the terms hereof.

If the Sponsor fails to meet the Act Minimum Investment Requirement, then the Fee Agreement shall terminate, and the Sponsor shall owe the County the Retroactive Tax Payment. The repayment obligations arising under this Section survives termination of this Fee Agreement.

**Section 4.2. Special Source Revenue Credit.** The County hereby grants to the Sponsor, subject to the provisions herein, and the Sponsor hereby accepts from the County, a SSRC, in reimbursement of investment in Qualifying Infrastructure Costs to be applied to its FILOT Payments. In no event may the Sponsor's aggregate SSRC claimed pursuant to this Section exceed the aggregate amount of Qualifying Infrastructure Costs. The SSRC commences with the property tax year after the year in which the first phase of the Project is placed in service and shall remain effective and will be a 35% SSRC for 7 years. If the Project's total investment in real or personal property as shown on the Sponsor's annual tax return is \$20,000,000 or more within the first 5 years, the SSRC will be adjusted to 50% starting with the year in which the Sponsor reached a total investment of \$20,000,000 or more until the end of the 10 year SSRC period.

To claim each SSRC, the Sponsor shall file with the County Administrator, the County Auditor, and the County Treasurer, no later than the date on which the FILOT Payment is due in each year in which the Sponsor is entitled to claim an SSRC, an Annual Special Source Revenue Credit Certification, the form of which is attached as Exhibit C (the "Certification"), showing the amount of aggregate investment in qualifying infrastructure and the calculation of the SSRC. Failure to timely file the Certification shall not result in a forfeiture of the SSRC for such year, but the County will not deduct the SSRC from the FILOT bill until the Certification is submitted by the Company. The County is entitled to confirm the information (including the calculation) on the Certification prior to deducting the amount of the SSRC from the FILOT payment due by the Sponsor on the FILOT bill. If the information contained on the Certification is correct, then the County shall deduct the SSRC amount from the FILOT bill. In no event is the County required to deduct any SSRC amount from the FILOT bill while any of the Sponsor's taxes or FILOT Payments have been invoiced by the County but remain outstanding, including for any taxes or FILOT Payments that may have been protested by the Sponsor.

**Section 4.3. Failure to Satisfy Minimum Special Source Credit Requirements.** If the Sponsor does not satisfy at least 50% of the Investment Commitment by the end of the 5<sup>th</sup> year of the Investment Period, without extension, then the Sponsor shall not be entitled to receive any Special Source Credit and shall repay all Special Source Credits received by the Sponsor. If the Sponsor does not meet the Investment Commitment by the end of the 5<sup>th</sup> year of the Investment Period., without extension, but satisfies at least 50% of the Investment Commitment, then the Sponsor (i) shall repay the Repayment Amount, as calculated below, if any and (ii) if a Repayment Amount is due then the percentage of any future Special Source Credit shall be reduced by a percentage equal to the amount multiplied against the Aggregate SSRC previously received when calculating the Repayment Amount. The Repayment Amount is calculated as follows:

$$\text{Aggregate SSRC} * (1 - (\text{Actual Investment} / \text{Investment Commitment})) = \text{Repayment Amount}$$

For example, if the Sponsor has claimed an aggregate of \$100,000 in Special Source Revenue Credits during the applicable credit period but does not meet the Investment Commitment by the end of the 5<sup>th</sup> year of the Investment Period, but instead only makes an investment of \$8,000,000, then the Sponsor would be required to repay to the County approximately \$25,926, calculated as follows:

$$\$8,000,000 / 10,800,000$$

$$(1 - (0.74074)) = 0.25926$$

$$\$100,000 * 0.25926 = \$25,926$$

In addition, the Special Source Credit for any remaining years would be reduced by 25.926%

Any payment made under this Section 4.2, shall be due no more than 15 days after the date after which *ad valorem* taxes become delinquent and shall be treated as a FILOT Payment under this Fee Agreement and shall be subject to statutory interest if not paid when due pursuant to Section 12-54-25 of the Code, as allowed under the FILOT Act.

**Section 4.4. *Payments in Lieu of Taxes on Replacement Property.*** If the Sponsor elects to replace any Removed Components (as defined below) and to substitute such Removed Components with Replacement Property as a part of the Project, then, pursuant, and subject to Section 12-44-60 of the Act, the Sponsor shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property as follows (subject in all events to the applicable provisions of the Act):

(a) to the extent that the income tax basis of the Replacement Property (“**Replacement Value**”) is less than or equal to the original income tax basis of the Removed Components (“**Original Value**”) the amount of the payments in lieu of taxes to be made by the Sponsor with respect to such Replacement Property shall be calculated in accordance with Section 4.1 hereof; provided, however, in making such calculations, the original cost to be used in Step 1 of Section 4.1 shall be equal to the lesser of (x) the Replacement Value and (y) the Original Value, and the number of annual payments to be made with respect to the Replacement Property shall be equal to the remainder of the term of this Fee Agreement; and

(b) to the extent that the Replacement Value exceeds the Original Value of the Removed Components (“**Excess Value**”), the payments in lieu of taxes to be made by the Sponsor with respect to the Excess Value shall be equal to the payment that would be due if the property were not Economic Development Property but subject to the provisions of Section 4.2 hereof.

**Section 4.5. *Reductions in Payments in Lieu of Taxes Upon Removal, Condemnation or Casualty.*** In the event of a Diminution of Value of any Phase of the Project, the payment in lieu of taxes with regard to that Phase of the Project shall be reduced in the same proportion as the amount of such Diminution of Value bears to the original fair market value of that Phase of the Project as determined pursuant to Step 1 of Section 4.1 hereof.

**Section 4.6. *Place and Allocation of Payments in Lieu of Taxes.*** The Sponsor shall make the above-described payments in lieu of taxes directly to the County in accordance with applicable law.

**Section 4.7. *Removal of Equipment.*** The Sponsor shall be entitled to remove the following types of components or Phases of the Project from the Project with the result that said components or Phases (“**Removed Components**”) shall no longer be subject to the terms of this Fee Agreement: (a) components or Phases of the Project or portions thereof which the Sponsor, in its sole discretion, determines to be inadequate, obsolete, uneconomic, worn-out, damaged, unsuitable, undesirable or unnecessary; or (b) components or Phases of the Project or portions thereof which the Sponsor, in their sole discretion, elects to remove pursuant to Section 4.8(c) or Section 4.9(b)(iii) hereof. To the extent that the SSRC is used as payment for personal property, including machinery and equipment, and the Removed Component is removed from the Project at any time during the life of the Negotiated FILOT Payment for said Removed Component, the amount of the Negotiated FILOT Payment on the Removed Component for the year in which the Removed Component was removed from the Project also shall be due for the two years immediately following the removal. To the extent that any SSRCs were used for both real property and personal property or infrastructure and personal property, all amounts will be presumed to have been first used for personal property. Notwithstanding the foregoing, if the Removed Component is removed from the Project but is replaced with qualifying Replacement Property, then the Removed Component will not be considered to have been removed from the property.

**Section 4.8. *Damage or Destruction of Project.***



(a) *Election to Terminate.* In the event the Project is damaged by fire, explosion, or any other casualty, the Sponsor shall be entitled to terminate all or part of this Fee Agreement. In the property tax year in which the damage or casualty occurs and continues, the Sponsor is obligated to make FILOT Payments with respect to the damaged Economic Development Property only to the extent property subject to *ad valorem* taxes would have been subject to such taxes under the same circumstances for the period in question. If there has been only partial damage of the Project due to any of such casualties and the Sponsor elects to terminate this Agreement and the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment.

(b) *Election to Rebuild.* In the event the Project is damaged by fire, explosion, or any other casualty, and if the Sponsor does not elect to terminate this Fee Agreement, then the Sponsor may in its sole discretion commence to restore the Project with such reductions or enlargements in the scope of the Project, changes, alterations, and modifications (including the substitution and addition of other property) as may be desired by the Sponsor. All such restorations and replacements shall be considered, to the extent permitted by law, substitutions of the destroyed portions of the Project and shall be considered part of the Project for all purposes hereof, including, but not limited to any amounts due by the Sponsor to the County under Sections 4.1 and 4.2 hereof.

(c) *Election to Remove.* In the event the Sponsor elects not to terminate this Fee Agreement pursuant to subsection (a) and elects not to rebuild pursuant to subsection (b), the damaged portions of the Project shall be treated as Removed Components.

#### **Section 4.9. Condemnation.**

(a) *Complete Taking.* If at any time during the term of this Fee Agreement title to or temporary use of the entire Project should become vested in a public or quasi-public authority by virtue of the exercise of a taking by condemnation, inverse condemnation or the right of eminent domain, or by voluntary transfer under threat of such taking, or in the event that title to a portion of the Project shall be taken rendering continued occupancy and use of the Project commercially infeasible in the judgment of the Sponsor, the Sponsor shall have the option to terminate this Fee Agreement as of the time of vesting of title by sending written notice to the County within a reasonable period of time following such vesting.

(b) *Partial Taking.* In the event of a partial taking of the Project or transfer in lieu thereof, the Sponsor may elect: (i) to terminate this Fee Agreement; provided, however, that if the Sponsor has not met the Act Minimum Investment Requirement at the time of such termination, the Sponsor shall owe the County the Retroactive Tax Payment, but to the extent permitted by law if the Sponsor has met the Act Minimum Investment Requirement within the time period required under the Act, it shall owe no Retroactive Tax Payment; (ii) to repair and restore the Project, with such reductions or enlargements in the scope of the Project, changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Sponsor; or (iii) to treat the portions of the Project so taken as Removed Components.

**Section 4.10. Merger of Sponsor with Related Party.** The County agrees that, without again obtaining the approval of the County, the Sponsor may merge with or be acquired by a related party so long as the surviving company has an equal or greater net asset value of the Sponsor and the merged entity assumes all duties and liabilities of the Sponsor set forth in this Fee Agreement.

#### **Section 4.11. Indemnification Covenants.**

(a) Except as provided in paragraph (d) below, the Sponsor shall indemnify and save the County, its employees, elected officials, officers and agents (each, "Indemnified Party") harmless against and

from all liability or claims arising from the County's execution of this Agreement, performance of the County's obligations under this Agreement or the administration of its duties pursuant to this Agreement, or otherwise by virtue of the County having entered into this Agreement (collectively, "Losses").

(b) Any Indemnified Party seeking to be indemnified hereunder shall promptly notify the Sponsor in writing of any claim that could reasonably be expected to result in Losses, specifying in reasonable detail the nature of such Losses. The Indemnified Party shall provide to the Sponsor as promptly as practicable thereafter all information and documentation reasonably requested by the Sponsor to verify the Losses asserted. Upon the Sponsor's receipt of any notice of a claim pursuant to this Section 2.05(b), the Sponsor may, by giving written notice to the Indemnified Party within 15 days following such notice, elect to assume the defense thereof, including the employment of counsel at the Sponsor's cost to carry out such defense; provided, that if the Indemnified Party is the County, in the event the County reasonably believes there are defenses available to it that are not being pursued or that the counsel engaged by the Sponsor reasonably determines that a conflict of interest exists between the County and the Sponsor, the County may, in its reasonable discretion, hire independent counsel to assume such defense, and the Sponsor shall be liable for the reasonable cost of such counsel. Whether or not the Sponsor chooses to defend such claim, all the parties hereto shall cooperate in the defense thereof and shall furnish such records, information and testimony and shall attend such conferences, discovery proceedings and trials as may be reasonably requested in connection therewith. The Sponsor shall not be entitled to settle any such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed. In the event that the Sponsor does not elect to assume the defense of such claim pursuant to this Section 2.05(b), the Indemnified Party shall not settle any such claim without the prior written consent of the Sponsor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Notwithstanding anything in this Agreement to the contrary, the Sponsor is not required to indemnify any Indemnified Party against or reimburse the County for Losses or any other amounts due under this Section 4.11: (i) occasioned by the acts of that Indemnified Party, which are unrelated to the execution of this Agreement, performance of the County's obligations under this Agreement, or the administration of its duties under this Agreement, or otherwise by virtue of the County having entered into this Agreement; (ii) to the extent that such Losses result from any Indemnified Party's negligence, bad faith, fraud, deceit, breach of this Agreement or willful misconduct; (iii) to the extent such amount exceeds the amount of the savings actually realized by Sponsor under this Agreement; or (iv) to the extent the amount exceeds \$350,000.

(d) An Indemnified Party may not avail itself of the indemnification or reimbursement of costs provided in this Section 4.11 unless it provides the Sponsor with prompt notice, reasonable under the circumstances, of the existence or threat of any claim or liability, including, without limitation, copies of any citations, orders, fines, charges, remediation requests, or other claims or threats of claims, to afford the Sponsor notice, reasonable under the circumstances, within which to defend or otherwise respond to a claim.

The indemnity specified in this Section 4.11 shall survive the termination of this Fee Agreement with respect to liability arising out of any event or act occurring prior to such termination.

(c) The County is entitled to use counsel of its choice and the Sponsor shall, reimburse the County for all of its costs, including attorneys' fees, incurred in connection with the response to or defense against such liability or claims as described in paragraph (a), above. The County shall provide a statement of the costs incurred in the response or defense, and the Sponsor shall pay the County within 30 days of receipt of the statement. The Sponsor may request reasonable documentation evidencing the costs shown on the statement. However, the County is not required to provide any documentation which may

be privileged or confidential to evidence the costs.

**Section 4.12. Confidentiality/Limitation on Access to Project.** The County acknowledges and understands that the Sponsor utilizes confidential and proprietary “state-of-the-art” trade equipment and techniques and that a disclosure of any information relating to such equipment or techniques, including but not limited to disclosures of financial or other information concerning the Sponsor’s operations would result in substantial harm to the Sponsor. The Sponsor may clearly label any Confidential Information delivered to the County pursuant to this Fee Agreement as confidential information (“**Confidential Information**”). Therefore, subject to the provisions of Section 4.12 hereof, the County agrees that, except as required by law and pursuant to the County’s police powers and except as deemed reasonably necessary by the County in the performance of its duties as tax assessor and collector, and/or its duties as Auditor, neither the County nor any employee, agent or contractor of the County: (i) shall request or be entitled to receive any such Confidential Information; (ii) shall request or be entitled to inspect the Project or any property associated therewith; provided, however, that if an Event of Default shall have occurred and be continuing hereunder, the County shall be entitled to inspect the Project provided they shall comply with the remaining provisions of this Section; or (iii) shall disclose or otherwise divulge any such Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by State law. Prior to disclosing any confidential or proprietary information or allowing inspections of the Project or any property associated therewith, the Sponsor may require the execution of reasonable, individual, confidentiality and non-disclosure agreements by any officers, employees, or agents of the County or any supporting or cooperating governmental agencies who would gather, receive, or review such information or conduct or review the results of any inspections.

**Section 4.13. Records and Reports.** The Sponsor agrees to maintain or cause to be maintained and will make available to the County for inspection upon request of the County such books and records with respect to the Project as will permit the identification of the Equipment placed in service in each property tax year during the Investment Period, the amount of investment with respect thereto, and to comply with all reporting requirements of the State of South Carolina and the County applicable to property subject to payments in lieu of taxes under the Act, including without limitation the reports required by Section 12-44-90 of the Act (collectively, “**Filings**”).

Notwithstanding any other provision of this Section 4.12, the Sponsor may designate as Confidential Information any Filings delivered to the County segments thereof that the Sponsor believes contain proprietary, confidential, or trade secret matters. The County shall conform, to the extent permitted by law, with all reasonable, written requests made by the Sponsor with respect to maintaining confidentiality of such designated segments.

**Section 4.14. Payment of Administrative Expenses.** The Sponsor will reimburse the County from time to time for its reasonable Administrative Expenses promptly upon written request therefor, but in no event later than 60 days after receiving written notice from the County including a general statement of the amount and nature of the Administrative Expense and requesting the payment of the same. The payment by the Sponsor of the County’s Administrative Expenses shall not be construed as prohibiting the County from engaging, at its discretion, the counsel of the County’s choice. The County does not anticipate the Sponsor’s reimbursement of these expenses should exceed \$15,000 over the term of this Agreement, but in any event, the Sponsor shall not be liable for any of such expenses exceeding \$15,000, provided however, this limit does not apply to Section 4.11 and Section 4.22 of this Fee Agreement.

**Section 4.15. Collection and Enforcement Rights of County.** The parties acknowledge that, as provided in Section 12-44-90 of the Code, the County’s right to receive payments in lieu of taxes hereunder shall be the same as its rights conferred under Title 12 of the Code relating to the collection and enforcement of *ad valorem* property taxes and, for purposes of this application, payments in lieu of taxes due hereunder shall be considered a property tax.

**Section 4.16. Assignment and Subletting.** This Fee Agreement may be assigned, in whole or in part and the Project may be subleased as a whole or in part by the Sponsor so long as such assignment or sublease is made in compliance with Section 12-44-120 of the Act; provided, however, that the County hereby expressly consents to any such assignment of this Fee Agreement, in whole or in part, by the Sponsor to any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such assignment; and provided further that in connection with any assignment or subleasing by the Sponsor in which the Sponsor requests the release of the Sponsor from this Fee Agreement, the consent of the County shall be required, which consent shall not be unreasonably withheld. The County hereby consents to transfers not requiring its consent under the Act, and to the extent any required or further consent is requested, the County may do so by passage of a resolution.

**Section 4.17. County's Estoppel Certificates for Sponsor's Financing Transactions.** The County agrees to deliver, and hereby authorizes the County Administrator to execute and deliver on behalf of the County without further action required on the part of the County Council, all at the expense of the Sponsor, respectively, any estoppel certificates, acknowledgements or other documents certifying, to the County Administrator's knowledge, the full force and effect of this Fee Agreement and the absence of any default hereunder and acknowledging the continuing validity of this Fee Agreement after its transfer required in any financing related transfers authorized by Section 12-44-120 of the Act, as may be reasonably requested by the Sponsor or any lender of the Sponsor from time to time in connection with any financing arrangement or financing related transfers made by the Sponsor as contemplated under Section 12-44-120 of the Act.

**Section 4.18. Sponsor's Continuing Obligations After Termination by Sponsor.** In the event the Sponsor terminates this Fee Agreement, the Sponsor shall continue to be obligated to the County for its indemnification covenants under Section 4.11, the payment of outstanding Administrative Expenses under Section 4.13, and any outstanding payments in lieu of taxes under Article IV or retroactive payments required under this Fee Agreement or the Act.

**Section 4.19. Events of Default.** The following shall be "*Events of Default*" under this Fee Agreement, and the term "*Events of Default*" shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

- (a) Failure by the Sponsor to make, upon levy, the payments in lieu of taxes described in Section 4.1 hereof; provided, however, that the Sponsor shall be entitled to all redemption rights granted by applicable statutes; or
- (b) Failure by the Sponsor to perform any of the other material terms, conditions, obligations or covenants of the Sponsor hereunder, which failure shall continue for a period of 90 days after written notice from the County to the Sponsor specifying such failure and requesting that it be remedied, unless the Sponsor has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the Sponsor is diligently pursuing corrective action; or
- (c) A representation or warranty made by the Sponsor which is materially incorrect when made or deemed made; or
- (d) A representation or warranty made by the County which is materially incorrect when made or deemed made; or
- (e) Failure by the County to perform any of the other material terms, conditions, obligations, or covenants of the County hereunder, which failure shall continue for a period of 30 days after

written notice from the Sponsor to the County specifying such failure and requesting that it be remedied, unless the County has instituted corrective action within the 30-day period and is diligently pursuing corrective action until the default is corrected, in which case the 30-day period is extended to include the period during which the County is diligently pursuing corrective action.

**Section 4.20. Remedies on Default.** Whenever any Event of Default with respect to the Sponsor shall have occurred and shall be continuing, the County, after having given written notice to the Sponsor of such default and after the expiration of a thirty (30) day cure period the County shall grant to the Sponsor (which cure period shall not be applicable in the case of the Sponsor's failure to make any payments due under this Fee Agreement), may take any one or more of the following remedial actions:

- (a) Terminate the Fee Agreement; or
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the other amounts due and thereafter to become due or to enforce performance and observance of any obligation, agreement, or covenant of the Sponsor under this Fee Agreement.

Whenever any Event of Default with respect to the County shall have occurred and shall be continuing, the Sponsor, after having given written notice to the County of such default and after the expiration of a thirty (30) day cure period the Sponsor shall grant to the County, may take any one or more of the following remedial actions:

- (a) bring an action for specific enforcement; or
- (b) take such other action as is appropriate, including any other legal action, to recover its damages.

**Section 4.21. Remedies Not Exclusive.** No remedy conferred upon or reserved to the County or the Sponsor under this Fee Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other lawful remedy now or hereafter existing. No delay or omission to exercise any right or power accruing upon any continuing default hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**Section 4.22. Reimbursement of Legal Fees and Other Expenses.** If a party is required to employ attorneys or incur other reasonable expenses for the collection of payments due under this Fee Agreement or for the enforcement of performance or observance of any obligation or agreement, the prevailing party is entitled to reimbursement of the reasonable fees of such attorneys and other reasonable expenses so incurred, which shall not be subject to the limitation of Section 4.11.

**ARTICLE V  
MISCELLANEOUS**

**Section 5.1. Notices.** Any notice, election, demand, request or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY:                   Oconee County, South Carolina  
  Attn: County Administrator  
  415 South Pine Street  
  Walhalla, South Carolina 29691

WITH COPIES TO: (does not constitute notice)  
David R. Root, Esq.  
County Attorney  
415 South Pine Street  
Walhalla, South Carolina 29691

(does not constitute notice)  
Michael E. Kozlarek  
King Kozlarek Law LLC  
Post Office Box 565  
Greenville, South Carolina 29602

Oconee Economic Alliance  
528 Bypass US-123, Suite G  
Seneca, SC 29678  
Attention: President

AS TO THE SPONSORS: Project Made

WITH COPIES TO: (does not constitute notice)  
Nelson Mullins Riley & Scarborough LLP  
Attn: Edward Kluiters  
1320 Main Street, 17th Floor  
Columbia, South Carolina 29201

**Section 5.2. *Binding Effect.*** This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Sponsor and the County and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any party of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of the County has been transferred.

**Section 5.3. *Counterparts.*** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

**Section 5.4. *Governing Law.*** This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State of South Carolina.

**Section 5.5. *Headings.*** The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

**Section 5.6. *Amendments.*** The provisions of this Fee Agreement may only be modified or amended in writing by an agreement or agreements entered between the parties.

**Section 5.7. *Further Assurance.*** From time to time the County agrees to execute and deliver to the Sponsor such additional instruments as the Sponsor may reasonably request to effectuate the purposes of this Fee Agreement. To the extent County Council is required to take official action to effectuate the purposes of this Fee Agreement, County Council agrees to do so by resolution unless an ordinance is

required by law.

**Section 5.8. Severability.**

(a) If any provision of this Fee Agreement is declared illegal, invalid or unenforceable for any reason, it is the intent of the parties that the remaining provisions hereof shall be unimpaired and such illegal, invalid or unenforceable provision shall be reformed, including by reducing any applicable term thereof, so as to most closely effectuate the legal, valid and enforceable intent thereof and so as to afford the Sponsor with the maximum benefits to be derived from this Fee Agreement, it being the intention of the County to offer the Sponsor the strongest inducement possible to locate the Project in the County.

(b) If the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, then the parties intend that the interpretation of this Fee Agreement be done in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the Act, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement. It is expressly agreed that the Sponsor may add Economic Development Property, whether real or personal, by including such property on the Sponsor's PT-300 Schedule S or successor form during the Investment Period to the fullest extent permitted by law.

(c) The County agrees that in case the FILOT incentive described in this Fee Agreement is found to be invalid and the Sponsor does not realize the economic benefit it is intended to receive from the County under this Fee Agreement as an inducement to locate in the County, the County agrees to provide an infrastructure credit and/or a special source revenue credit pursuant to the Multi-County Park Act, including Section 4-1-175 thereof, and, by incorporation, Section 4-29-68 of the Code, and by Article VIII, Section 13 of the South Carolina Constitution, to the Sponsor to the maximum extent permitted by law, which is not in excess of the benefits contemplated by this Fee Agreement, to the extent not inconsistent with any of the explicit terms of this Fee Agreement, to allow the Sponsor to recoup all or a portion of the loss of the economic benefit resulting from such invalidity.

**Section 5.9. Limited Obligation.** ANY MONETARY OBLIGATION OF THE COUNTY CREATED BY OR ARISING OUT OF THIS FEE AGREEMENT SHALL BE A LIMITED OBLIGATION OF THE COUNTY, PAYABLE BY THE COUNTY SOLELY FROM THE PROCEEDS DERIVED UNDER THIS FEE AGREEMENT AND SHALL NOT UNDER ANY CIRCUMSTANCES BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION OF THE COUNTY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION.

**Section 5.10. Force Majeure.** Except for payments in lieu of taxes under this Fee Agreement the due dates of which are statutorily mandated, the Sponsor shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, pandemics, freight embargoes, fire, floods, inability to obtain materials, conditions arising from government orders, acts or regulations, war, or national emergency, or acts of God.

**Section 5.11 No Double Payment; Future Changes in Legislation.** Notwithstanding anything contained in this Fee Agreement to the contrary, and except as expressly required by law, the Sponsor is not required to make a FILOT Payment in addition to a regular *ad valorem* property tax payment in the same year with respect to the same piece of Economic Development Property. The Sponsor is not required to make a FILOT Payment on Economic Development Property in cases where, absent this Fee Agreement, *ad valorem* property taxes would otherwise not be due on such property.

**Section 5.12. Sponsor Affiliates.** The Sponsor may designate Sponsor Affiliates from time to time, including at the time of execution of this Fee Agreement, pursuant to and subject to the provisions of Section 12-44-130 of the Act. To designate a Sponsor Affiliate, the Sponsor must deliver written notice to the County identifying the Sponsor Affiliate and, to the extent required by the Act, requesting the

County's approval of the Sponsor Affiliate. Except with respect to a Sponsor Affiliate designated at the time of execution of this Fee Agreement, which may be approved in the County Council ordinance authorizing the execution and delivery of this Fee Agreement, approval of the Sponsor Affiliate may be given by resolution of County Council; provided, however, that the County hereby expressly consents to any future designation by the Sponsor as a Sponsor Affiliate (i) any entity, now existing or to be formed in the future, which own and control, are owned and controlled by, or are under common ownership and control with, the Sponsor, provided, however, the Sponsor notifies the County within thirty days following such designation; and (ii) any third party that the Sponsor may elect to involve in the construction or financing of the Project, provided, however, the Sponsor notifies the County within thirty days following such designation. The Sponsor Affiliate's joining in the investment at the Project will be effective on delivery of a Joinder Agreement, the form of which is attached as Exhibit B, executed by the Sponsor Affiliate to the County.

**Section 5.13. Termination; Termination by Sponsor.**

(a) Unless first terminated under any other provision of this Fee Agreement, this Fee Agreement terminates at the conclusion of the Fee Term.

(b) The Sponsor is authorized to terminate the provisions of Section 4.1 and/or 4.2 hereof with respect to the Negotiated FILOT Payments at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(c) The Sponsor is authorized to terminate the entire Fee Agreement at any time with respect to all or part of the Project by providing the County with 30 days' notice.

(d) Any monetary obligations due and owing at the time of termination and any provisions which are intended to survive termination, survive such termination.

(e) In the year following termination, all Economic Development Property is subject to *ad valorem* taxation or such other taxation or payment in lieu of taxation that would apply absent this Fee Agreement. The Sponsor's obligation to make FILOT Payments under this Fee Agreement terminates to the extent of and in the year following the year the Sponsor terminates this Fee Agreement pursuant to this Section.

**Section 5.14. State Law Considerations.** The authorization, execution, and delivery of this Fee Agreement and any obligations of the County under this Fee Agreement are subject any law that may relate to the FILOT Payments or SSRCS, or both, and State law generally. This Fee Agreement and any obligations of the County under this Fee Agreement are not intended to violate State law in any respect.

**Section 5.15. Counterparts; Electronic Signatures.** This Fee Agreement may be executed in any number of counterparts, and all of the counterparts together constitute one and the same instrument. Each party hereto also agrees that electronic signatures, whether digital or encrypted, of the parties to this Fee Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

[ONE SIGNATURE PAGE AND THREE EXHIBITS FOLLOW]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]



**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by its Chairman of County Council and to be attested by the Clerk to County Council; and the Sponsor has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_  
Jennifer C. Adams, Clerk to Council  
Oconee County Council

**PROJECT MADE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURE PAGE TO FEE AGREEMENT]

**EXHIBIT A**  
**DESCRIPTION OF REAL PROPERTY**

**EXHIBIT B**  
**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”).

**1. Joinder to Fee Agreement.** [], a [state] [corporation/limited liability company/limited partnership] authorized to conduct business in the State, hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement as if it were a Sponsor; (b) shall receive the benefits as provided under the Fee Agreement with respect to the Economic Development Property placed in service by the Sponsor Affiliate as if it were a Sponsor; (c) acknowledges and agrees that (i) according to the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Sponsor for purposes of the Project; (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Section 12-44-30(20) and Section 12-44-130 of the Act; and (iii) agrees that electronic signatures, whether digital or encrypted, of the parties to this Joinder Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logistically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email signatures.

**2. Capitalized Terms.** Each capitalized term used, but not defined, in this Joinder Agreement has the meaning of that term set forth in the Fee Agreement.

**3. Representations of the Sponsor Affiliate.** The Sponsor Affiliate represents and warrants to the County as follows:

(a) The Sponsor Affiliate is in good standing under the laws of the state of its organization, is duly authorized to transact business in the State (or will obtain such authority prior to commencing business in the State), has power to enter into this Joinder Agreement, and has duly authorized the execution and delivery of this Joinder Agreement.

(b) The Sponsor Affiliate’s execution and delivery of this Joinder Agreement, and its compliance with the provisions of this Joinder Agreement, do not result in a default, not waived, or cured, under any agreement or instrument to which the Sponsor Affiliate is now a party or by which it is bound.

(c) The execution and delivery of this Joinder Agreement and the availability of the FILOT and other incentives provided by this Joinder Agreement has been instrumental in inducing the Sponsor Affiliate to join with the Sponsor in the Project in the County.

**4. Request of Sponsor Affiliate.** The Sponsor Affiliate hereby requests and consents to its addition, as “sponsor affiliate” to the Fee Agreement.

**5. Request of Sponsor.** The Sponsor hereby requests and consents to the addition of \_\_\_\_\_ as “sponsor affiliate” to the Fee Agreement.

**6. Governing Law.** This Joinder Agreement is governed by and construed according to the laws, without regard to principles of choice of law, of the State.

**7. Notice.** Notices under Section 10.1 of the Fee Agreement shall be sent to the Sponsor Affiliate at:

[\_\_\_\_\_]

[ONE SIGNATURE PAGE FOLLOWS]  
[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Sponsor requests and consents to the County's consenting to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth below.

Date: \_\_\_\_\_ **PROJECT MADE**

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth above.

**[NAME OF SPONSOR AFFILIATE]**

By: \_\_\_\_\_

Its: \_\_\_\_\_

IN WITNESS WHEREOF, at the Sponsor's and the Sponsor Affiliate's request, the County acknowledges it has consented to the addition of the above-named entity as a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_

Matthew Durham, Chairman  
Oconee County Council

[SEAL]

ATTEST:

By: \_\_\_\_\_

Jennifer C. Adams, Clerk to Council  
Oconee County Council

**EXHIBIT C**  
**FORM OF ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE**  
**ANNUAL SPECIAL SOURCE REVENUE CREDIT CERTIFICATE**

Reference is hereby made to the Fee-in-Lieu of *Ad Valorem* Taxes Agreement, effective [●], 2023 (“*Fee Agreement*”), between Oconee County, South Carolina (“County”), and Project Made (collectively, with any Sponsor Affiliate, “*Sponsor*”). Each capitalized term used in this Certificate, but not defined in this Certificate has the meaning ascribed to that term in the Fee Agreement.

According to Section 4.2 of the Fee Agreement, the undersigned authorized officer of the Sponsor certifies to the County as follows:

1. The Sponsor is entitled to claim a Special Source Revenue Credit (“SSRC”) against each FILOT Payment, on or before the date after which *ad valorem* taxes become delinquent in which a FILOT Payment is due with respect to the Project up to 35% of each of the first seven (7) FILOT Payments.

2. The invoice for the annual FILOT Payment for tax year 20\_\_\_\_, provided by the County Auditor, specifies the FILOT Payment due, with respect to the Project, on January \_\_\_\_\_, 20\_\_\_\_, to be:

\$ \_\_\_\_\_

3. The Sponsor expended, in aggregate, \$ \_\_\_\_\_ in Qualifying Infrastructure Costs in the Project.

4. The Sponsor is entitled to an SSRC for this tax year, calculated as follows:

FILOT Payment x 35% = \$ \_\_\_\_\_

5. The total amount that the Sponsor is entitled to deduct and that the County will deduct from the FILOT Payment, is: \$ \_\_\_\_\_.

6. The SSRC specified in this Certificate for the current property tax year, together with the amount of all SSRCs previously claimed pursuant to the Fee Agreement, do not, in the aggregate, exceed the total cost of all infrastructure improvements funded by the Sponsor for which an SSRC is permitted under the Act.

IN WITNESS WHEREOF, I have executed this Certificate as of \_\_\_\_\_.

**PROJECT MADE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF SOUTH CAROLINA     )  
COUNTY OF OCONEE            )  
COUNTY OF PICKENS          )     **AGREEMENT FOR DEVELOPMENT OF A  
JOINT COUNTY INDUSTRIAL AND  
BUSINESS PARK (PROJECT MADE)**

**THIS AGREEMENT** for the development of a joint county industrial and business park to be located initially only within Oconee County is made and entered into as of [●], 2023 by and between Oconee County, South Carolina (“Oconee County”) and Pickens County, South Carolina (“Pickens County”).

RECITALS

**WHEREAS**, Oconee County and Pickens County are contiguous counties which, pursuant to Ordinance No. 2023-[●], enacted by Oconee County Council on [●], 2023, and Ordinance No. [●], enacted by Pickens County Council on [●], 2023, have each determined that, to promote economic development and thus encourage investment and provide additional employment opportunities within both counties, there should be developed, initially, in Oconee County only, a joint county industrial and business park (“Park”), to be located upon property more particularly described in Exhibit A; and

**WHEREAS**, because of the development of the Park, property comprising the Park and all property having a situs therein is exempt from ad valorem taxation to the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for such exemption.

**NOW, THEREFORE**, in consideration of the mutual agreement, representations, and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Binding Agreement.** This Agreement serves as a written instrument setting forth the entire agreement between the parties and shall be binding on Oconee County and Pickens County, and their successors and assigns.

**2. Authorization.** Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and further provided that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in such park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxing ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. The Code of Laws of South Carolina, 1976, as amended (“Code”) and particularly, Section 4-1-170 thereof, satisfies the conditions imposed by Article VIII, Section 13(D) of the South Carolina Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

**3. Location of the Park.**

(A) As of the original execution and delivery of this Agreement, the Park consists of property that is located in Oconee County and which is now or is anticipated to be owned and/or operated by a company known as “Project Queso” (“Company”), as more particularly described in Exhibit A. From time to time, the Park may consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinances of the county councils of both



Oconee County and Pickens County. If any property proposed for inclusion in the Park is located, at the time such inclusion is proposed, within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached a revised Exhibit A related to property located in Oconee County, or a revised Exhibit B related to property located in Pickens County, which shall contain a legal or other description of the parcel(s) to be included within the Park within Oconee County or Pickens County, as the case may be, as enlarged or diminished, together with a copy of the ordinances of Oconee County Council and Pickens County Council pursuant to which such enlargement or diminution was authorized.

(C) Prior to the adoption by Oconee County Council and by Pickens County Council of ordinances authorizing the diminution of the boundaries of the Park, separate public hearings shall first be held by Oconee County Council and Pickens County Council. Notice of such public hearings shall be published in newspapers of general circulation in Oconee County and Pickens County, respectively, at least once and not less than 15 days prior to such hearing. Notice of such public hearings shall also be served in the manner of service of process at least 15 days prior to such public hearing upon the owner and, if applicable, the lessee of any property which would be excluded from the Park by virtue of the diminution.

(D) Notwithstanding anything in this paragraph 3 to the contrary, in the event that a tract or site of land located in the Park is purchased and developed by a person or business enterprise whose employees, because of the nature of their employment, do not qualify for the corporate income tax credit provided in Section 12-6-3360 of the Code (“Non-Qualifying Site”), the Host County (defined below) may unilaterally remove by ordinance, the Non-Qualifying Site from the Park, so long as, and to the extent that such removal does not adversely impact any financing or other incentive then in effect.

**4. Fee in Lieu of Taxes.** To the extent provided in Article VIII, Section 13(D) of the South Carolina Constitution, all property located in the Park is exempt from all ad valorem taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of ad valorem taxes) equivalent to the ad valorem taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

**5. Allocation of Expenses.** Oconee County and Pickens County shall each be responsible for and bear expenses incurred in connection with the property located in that county’s portion of the Park, including, but not limited to, those incurred in the administration, development, operation, maintenance, and promotion of the Park, in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	100%
B.	Pickens County	0%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	0%
B.	Pickens County	100%

Notwithstanding anything herein to the contrary, to the extent that privately owned property is located in the Park, the owner of such property shall bear, exclusively, any expense associated with such property.

**6. Allocation of Revenues.** Oconee County and Pickens County shall receive an allocation of all net revenues (after payment of all Park expenses and other deductions from Park revenue necessitated by

each agreement between the Host County and a project related to the project located in the Park) generated by the Park through payment of fees in lieu of *ad valorem* taxes in the following proportions:

If the property is located in the Oconee County portion of the Park:

A.	Oconee County	99%
B.	Pickens County	1%

If the property is located in the Pickens County portion of the Park:

A.	Oconee County	1%
B.	Pickens County	99%

With respect to such fees generated from properties located in the Oconee County portion of the Park, that portion of such fees allocated to Pickens County shall thereafter be paid by the Treasurer of Oconee County to the Treasurer of Pickens County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement. With respect to such fees generated from properties located in the Pickens County portion of the Park, that portion of such fees allocated to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within 15 business days following the end of the calendar quarter of receipt for distribution, and such distribution shall be made in accordance with this Agreement.

**7. Revenue Allocation within Each County.**

(A) Revenues generated by the Park through the payment of fees in lieu of ad valorem taxes shall be distributed to Oconee County and to Pickens County, according to the proportions established by Section 6 of this Agreement. Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in Oconee County shall be distributed within Oconee County in accordance with the applicable governing ordinance of Oconee County in effect from time to time. Revenues received by Pickens County by way of fees in lieu of taxes from property in Oconee County in the Park shall be retained by Pickens County.

(B) Revenues allocable to Oconee County by way of fees in lieu of ad valorem taxes generated from properties located in the Pickens County portion of the Park shall be distributed solely to Oconee County. Revenues allocable to Pickens County by way of fees in lieu of ad valorem taxes generated from properties located in the Oconee County portion of the Park shall be distributed solely to Pickens County.

**8. Fees in Lieu of Ad Valorem Taxes Pursuant to Title 4 or Title 12 of the Code.** It is hereby agreed that the entry by Oconee County into any one or more fee in lieu of ad valorem tax agreements pursuant to Title 4 or Title 12 of the Code or any successor or comparable statutes (“Negotiated Fee in Lieu of Tax Agreements”), with respect to property located within the Oconee County portion of the Park and the terms of such agreements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee in Lieu of Tax Agreements with respect to property located within the Pickens County portion of the Park and the terms of such agreements shall be at the sole discretion of Pickens County.

**9. Assessed Valuation.** For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59- 20-20(3) of the Code, allocation of the assessed value of property within the Park to Oconee County and Pickens County and to each of the taxing entities within the participating counties shall be in accordance with the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Section 6 and Section 7 of this Agreement.

**10. Applicable Ordinances and Regulations.** Any applicable ordinances and regulations of Oconee County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Oconee County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Pickens County including those concerning zoning, health, and safety, and building code requirements shall apply to the Park properties located in the Pickens County portion of the Park unless any such property is within the boundaries of a municipality in which case, the municipality's applicable ordinances and regulations shall apply.

**11. Law Enforcement Jurisdiction.** Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Oconee County is vested with the Sheriff's Office of Oconee County, for matters within the Sheriff's Office's jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties located in Pickens County is vested with the Sheriff's Office of Pickens County, for matters within the Sheriff's Office's jurisdiction. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is also vested with the law enforcement officials of the municipality for matters within their jurisdiction. Fire, sewer, water, and emergency medical and other similar services will be provided by the service district or other political unit within whose jurisdiction the Park premises are located.

**12. Emergency Services.** All emergency services in the Park shall be provided by those emergency service providers who provide the respective emergency services in that portion of the Host County.

**13. South Carolina Law Controlling.** This Agreement has been entered into in the State of South Carolina and shall be governed by and construed in accordance with South Carolina law, including for example, the availability and application of credits as permitted by Section 12-6-3360 of the Code.

**14. Severability.** In the event and to the extent (and only to the extent) that any provision or any part of a provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

**15. Counterpart Execution.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which, taken together, shall constitute but one and the same document.

**16. Term; Termination.** This Agreement shall extend for a term of 10 years from the effective date of this Agreement, or such later date as shall be specified in any amendment. Notwithstanding the foregoing provisions of this Agreement or any other provision in this Agreement to the contrary, this Agreement shall not expire and may not be terminated to the extent that Oconee County or Pickens County has outstanding contractual covenants, commitments, or agreements to any owner or lessee of Park property, including, but not limited to, CurTec (U.S.A.), Inc., a Delaware corporation or CurTec USA LLC, a South Carolina limited liability company ("Company"), to provide, or to facilitate the provision of, special source revenue credits, including, but not limited to, those set forth in that certain Fee in Lieu of Tax and Special Source Credit Agreement, by and between Oconee County, South Carolina and CurTec USA LLC, a South Carolina limited liability company, dated as of March 15, 2022, as may be amended, modified, or supplemented from time to time (but the benefits of which, as of the date of this Agreement, are anticipated to expire on or before December 31, 2028), or other incentives requiring inclusion of property of such owner or lessee within the boundaries of a joint county industrial or business park created pursuant to Article VIII, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, unless the Host County shall first (i) obtain the written consent of such owner or lessee and, to the extent required (ii) include the property of such owner or lessee as part of

another joint county industrial or business park created pursuant to Article III, Section 13(D) of the South Carolina Constitution and Title 4, Chapter 1 of the Code, which inclusion is effective immediately upon termination of this Agreement.

[ONE SIGNATURE PAGE AND TWO EXHIBITS FOLLOW]  
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective as of the day and the year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Oconee County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Oconee County, South Carolina

**PICKENS COUNTY, SOUTH CAROLINA**

By: \_\_\_\_\_  
Chair of County Council  
Pickens County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Clerk to County Council  
Pickens County, South Carolina

**EXHIBIT A**  
**OCONEE COUNTY PROPERTY**

[DESCRIPTION TO BE INSERTED PRIOR TO ADOPTION]

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**EXHIBIT B**  
**PICKENS COUNTY PROPERTY**

NONE

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**PURCHASE AND SALE AGREEMENT**

between

**Oconee County, South Carolina, Seller**

and

**Project Made, Purchaser**

dated as of

May 16, 2023



## PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this “**Agreement**”), dated as of 16<sup>th</sup> day of May, 2023, which is the date of the last of the signatures of Seller and Purchaser, (the “**Effective Date**”), is entered into between Oconee County, South Carolina, a body political and corporate and a political subdivision of the State of South Carolina (“**Seller**”) and [Project Made], a Georgia limited liability company (“**Purchaser**”), having an address at [●].

### ARTICLE I CONVEYANCE OF THE PROPERTY

**Section I.01 Subject of Conveyance.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively the “**Property**”):

(a) all that certain lot, piece, or parcel of land of 32.6 acres located at Oconee Business Parkway, Westminster, SC 29693, County of Oconee, and State of South Carolina, as more particularly bounded and described in Exhibit A, attached hereto and incorporated by reference (the “**Land**”);

(b) all of Seller’s right, title, and interest in and to any buildings and improvements located on the Land (collectively, the “**Improvements**”);

**Section I.02 Personal Property Excluded.** The sale of the Property contemplated by this Agreement shall not include any personal property.

#### **Section I.03 AS-IS.**

(a) Subject to Section 5.01 of this Agreement and the Closing Documents, Purchaser acknowledges that (i) Purchaser has made a thorough inspection and investigation of the Property and Purchaser agrees to take title to the Property “AS-IS, WHERE IS, AND WITH ALL FAULTS” and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price; (ii) Purchaser has undertaken all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property, and based upon same, Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement or the Closing Documents (as defined herein): (ii) Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement or the Closing Documents. Seller shall not be liable for or bound by any written or unwritten statements, representations,

warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement or the Closing Documents.

(c) Subject to Section 5.01 of this Agreement and the Closing Documents, (i) Seller makes no warranty with respect to the presence of any hazardous or toxic substances on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property, (ii) the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 1.03 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

#### **Section I.04 Due Diligence.**

(a) Due Diligence Period. Purchaser shall have an inspection period beginning on the Effective Date and continuing until 5:00 p.m. EST on the date that is forty-five (45) days thereafter (the "**Inspection Period**"). During the Inspection Period, Purchaser and its agents, contractors, clients, and employees shall have the right to enter the Property to perform, at its sole cost and expense, such inspections and tests (collectively, the "**Inspections**") as Purchaser deems necessary, including a Phase I ESA. Furthermore, during the Inspection Period, Purchaser shall also have the right to have title to the Property examined as further described in Article IV below.

(b) Termination Rights. If Purchaser, in its sole discretion, determines the Property is unacceptable for any reason or if the results of Purchaser's title examination reveal any matter which affects the marketability of title or intended use of the Property as provided above as determined by Purchaser in its sole discretion, or if Purchaser decides not to proceed with the purchase of the Property for any reason or no reason, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the end of the Initial Inspection Period. Upon delivery of such notice, Escrow Agent shall return the Deposit (as defined herein) to Purchaser and this Agreement shall terminate and the parties shall have no further rights or obligations to each other, other than those that are intended to survive the termination of this Agreement.

## **ARTICLE II PURCHASE PRICE**

**Section II.01 Purchase Price and Deposit.** Simultaneously with the execution and delivery of this Agreement by Purchaser, the sum of Five Thousand and 00/100 Dollars (\$5,000) (the "**Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Nelson Mullins Riley & Scarborough, LLP, as escrow agent ("**Escrow Agent**"), or by wire transfer of immediately available federal funds to an account at such bank as designated by Escrow Agent. The receipt of the Deposit is hereby acknowledged, and Escrow Agent agrees to hold the Deposit in escrow in a non-interest bearing account pursuant to the terms of Article XI of this Agreement. The Deposit shall be applied to the Purchase Price at Closing.

**Section II.02** The purchase price to be paid by Purchaser to Seller for the Property is twenty-two thousand two hundred and forty and 00/100 Dollars (\$22,240 per acre (the “**Purchase Price**”). The final acreage has been established by the Survey. The Purchase Price shall be payable to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed and other Closing Documents (as defined hereafter), by certified or official bank checks or by one or more wire transfers of immediately available federal funds to Seller’s account.

### **ARTICLE III CLOSING**

**Section III.01 Closing Date.** The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on the date no later than seventy-five (75) days from the Effective Date (the “**Closing Date**”) through an escrow closing with the Purchaser’s legal counsel, Nelson Mullins Riley & Scarborough, LLP, as escrow agent (the “**Escrow Agent**”). Seller and Purchaser agrees that TIME SHALL BE OF THE ESSENCE with respect to the performance by Seller and Purchaser of their obligations under this Agreement.

**Section III.02 Seller’s Closing Deliverables.** At least two business days prior to Closing, Seller shall deliver or cause to be delivered to Escrow Agent, the following items, executed, witnessed, notarized, certified, and acknowledged by Seller, as appropriate (collectively, the “**Seller Closing Documents**”):

(a) One (1) original limited warranty deed (the “**Deed**”) in substantially the form attached hereto as **Exhibit B** referencing the Survey (as defined below) legal description duly executed with the appropriate acknowledgment form and affidavit of consideration for transfer taxes attached and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement.

(b) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the “**Code**”), which certification shall be signed under penalty of perjury.

(c) An original Owner’s affidavit in a form reasonably acceptable to Seller and the Title Insurance Company.

(d) A certified duly adopted ordinance of Seller’s County Council authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(e) A counterpart of a closing statement jointly prepared by Seller and Purchaser reflecting the prorations and adjustments required under this Agreement and the Purchase Price due Seller.

(f) An I-295 South Carolina non-resident withholding tax affidavit.

(g) A Transferor Affidavit (Tax Lien Inapplicable) in reasonable form acceptable to Seller.

(h) A Gap Affidavit in reasonable form acceptable to Seller.

(i) Any other documents reasonably necessary to complete and evidence the sale and acquisition of the Property contemplated hereby, in a form reasonably satisfactory to the Parties.

**Section III.03 Purchaser's Closing Deliverables.** On the Closing Date, Purchaser shall deliver or cause to be delivered by Escrow Agent to Seller, the following items, executed, witnessed, notarized, certified, and acknowledged by Purchaser, as appropriate (the "**Purchaser Closing Documents**"), and, together with the Seller's Closing Documents, the "**Closing Documents**"):

(a) The balance of the Purchase Price.

(b) The Purchaser's closing statement.

(c) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

(d) A consent of the board of directors of Purchaser authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

**Section III.04 Closing Costs.**

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement and any other agreements and instruments related to the transaction contemplated by this Agreement.

(b) Seller shall pay:

(i) all costs and recording fees for the Deed and for the release of any liens or other encumbrances which are not Permitted Exceptions on the Property, as required pursuant to the terms of this Agreement.

(c) Purchaser shall pay:

(i) the costs charged by Purchaser's Title Insurance Company, including, without limitation, costs related to the Title Commitment, any premiums, title endorsements, and affirmative insurance;

(ii) the costs related to the Survey and any other survey or survey update;  
and

(iii) any other fees or costs related to Purchaser's due diligence reviews.

**Section III.05 Apportionments.** The following shall be apportioned as of 11:59 p.m. EST of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes (if any) based on the fiscal year for which they are assessed and any assessments, if any. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment will be made when the actual tax amount is determined.

(b) All other items customarily apportioned in connection with sales of buildings substantially similar to the Property in the State of South Carolina.

**Section III.06 Miscellaneous Adjustments.** Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Article III shall survive the Closing.

**Section III.07 Conditions to Closing.** Purchaser's obligation to close shall be conditional upon the satisfaction of the following conditions:

(a) The physical and environmental condition of the Property shall not have changed from the Effective Date; and

(b) Seller's warranties and representations under this Agreement shall be true and correct in all material respects when made and at Closing, and all covenants and obligations of Seller contained in this Agreement shall have been performed in all respects and Seller shall not be in default hereunder.

## **ARTICLE IV TITLE MATTERS AND VIOLATIONS**

**Section IV.01 Acceptable Title.** Seller shall convey, and Purchaser shall accept fee simple title to the Property, free from all defects and encumbrances to Purchaser, subject only to the Permitted Exceptions.

**Section IV.02 Permitted Exceptions.** The following matters shall constitute permitted exceptions to Seller's obligation to deliver to Purchaser fee simple title to the Property, free from all defects and encumbrances (collectively, the "**Permitted Exceptions**"):

(a) Any and all zoning, building, environmental and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property.

(b) Any state of facts that an accurate survey of the Property would disclose and to which Purchaser does not object.

(c) Any exceptions disclosed on Schedule B of the Title Commitment (as hereinafter defined) to which Purchaser does not object or which will be extinguished upon the transfer of the Property and any other matters of record as of the Effective Date to which Purchaser, in Purchaser's sole discretion, does not object, provided that any Monetary Liens shall not be Permitted Exceptions.

(d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.

#### **Section IV.03 Title Commitment.**

(a) Purchaser shall promptly order, at its sole cost and expense:

(i) a commitment for title insurance (the "**Title Commitment**") from a title insurance company selected by Purchaser (the "**Title Insurance Company**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and

(ii) a survey of the Property, prepared by a surveyor licensed in South Carolina (the "**Survey**"), which Survey shall be delivered to counsel for both Purchaser and Seller concurrently and attached hereto as **Exhibit A**.

(b) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing, any objections to the exceptions to title set forth in the Title Commitment or any matters shown on the Survey, other than the Permitted Exceptions (collectively, "**Title Objection Notice**"), by no later than the date that is 45 days after the Effective Date ("**Title Objection Date**"). The failure by Purchaser, or Purchaser's attorney, to deliver the Title Objection Notice on or before the Title Objection Date shall constitute Purchaser's irrevocable acceptance of the Title Commitment and Purchaser shall be deemed to have unconditionally waived any right to object to any matters set forth therein. If, after giving the Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or to the Survey showing any title defects which Purchaser claims are not Permitted Exceptions, Purchaser shall give written notice thereof to Seller immediately after the date Purchaser receives such evidence and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller prior to the Closing Date. Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to Purchaser's obligations set forth in this Section 4.03.

(c) Seller shall have the right, but not the obligation, to remove, correct, and/or satisfy Purchaser's Title Objections prior to the Closing. Seller shall (i) notify Purchaser within 10 business days after receipt of Purchaser's Title Objections ("**Seller's Response Period**") as to whether Seller will seek to remove, correct, and/or satisfy any of Purchaser's Title Objections ("**Seller's Response**"), and (ii) keep Purchaser reasonably apprised of Seller's progress toward removing, correcting, and/or satisfying the same (and the manner in which such will be removed, corrected, and/or satisfied) if Seller elects to attempt to cure any of Purchaser's Title Objections. If Seller fails to notify Purchaser of Seller's Response within Seller's Response Period, then Seller shall be deemed to have elected not to seek to remove, correct, and/or satisfy any of Purchaser's Title Objections. If Seller elects to cure Purchaser's Title Objections, Seller shall diligently pursue the same to completion. If there remains at the Closing any of Purchaser's Title Objections that (i) Seller elected, during Seller's Response Period, to attempt to cure, and (ii) could not be removed despite Seller's diligence, then Purchaser may elect to: (i) consummate the transaction contemplated by this Agreement without regard to such defects and encumbrances; or (ii) terminate this Agreement and Escrow Agent shall return the Deposit to

Purchaser and no party shall have any rights, duties, or obligations hereunder, except those specifically stated herein to survive termination of this Agreement. Purchaser shall have the right, during and after the Inspection Period, to object to matters of title appearing of record after the Effective Date. If a new title matter is recorded after the Effective Date and reflected in any updated title insurance commitment, Seller shall use reasonable efforts to cause such new matter to be removed of record prior to the applicable Closing, unless Purchaser, in Purchaser's sole discretion, agrees to accept title to the Property subject to such new matter.

#### **Section IV.04 Seller's Inability to Convey.**

(a) If Seller on the Closing Date fails or is unable to convey title subject to and in accordance with the provisions of this Agreement, or one of Purchaser's conditions to Closing has not been satisfied, Purchaser shall either: (i) terminate this Agreement by written notice to Seller and Escrow Agent delivered on or before the Closing Date, and Escrow Agent shall return the Deposit to Purchaser and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions of subsection (b) immediately following and those that expressly survive termination of this Agreement; or (ii) complete the purchase with such title as Seller is able to convey on the Closing Date.

(b) Notwithstanding anything to the contrary contained in this Agreement, Seller shall not be required to take or bring any action or proceeding or take any other steps to remove any defect in or objection to title or to fulfill any condition precedent to Purchaser's obligations under this Agreement or to expend any moneys therefor, nor shall Purchaser have any right of action against Seller therefor, at law or in equity, except that Seller shall, on or prior to the Closing, pay, discharge, or remove of record or cause any Monetary Liens to be paid, discharged, or removed of record at Seller's sole cost and expense and remove of record or cause to be removed of record at Seller's sole cost and expense any liens, defects or encumbrances created, on or after the Effective Date of this Agreement, by Seller or Seller's agents which are not Permitted Exceptions. The term "**Monetary Liens**" as used herein shall mean any lien and other encumbrances (other than Permitted Exceptions) which: (i) secure the payment of indebtedness of an ascertainable amount, excepting only the lien for rollback taxes and ad valorem taxes for the year of each Closing, if not then due and payable; (ii) are in a liquidated amount; (iii) may be satisfied solely by the payment of money; and (iv) were created by Seller or Seller's agents.

(c) Notwithstanding anything in this Section to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder.

### **ARTICLE V REPRESENTATIONS AND WARRANTIES, COVENANTS**

**Section V.01 Seller's Representations and Warranties.** Seller represents, warrants and covenants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Seller is a political subdivision of the State of South Carolina, validly existing, and in good standing under the laws of the State of South Carolina.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate any ordinances of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the County Council and the appropriate and necessary action has been taken by such Council on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement. Seller has received no notice from any governmental or quasi-governmental agency or authority or potential condemnor concerning any right-of-way, utility or other taking which may affect the Property.

(e) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(f) To the best of the Seller's knowledge, without inquiry, (i) the Property is in full compliance with all applicable environmental laws; (ii) the Property does not now contain and has not contained, during Seller's ownership of the Property, any underground storage tanks, landfills, or other hazardous waste; (iii) the Property is not listed on any state or federal environmental remediation priority list; (iv) no claim, action, suit or proceeding is pending or threatened against Seller or any third party relating to hazardous waste, substances or materials ("**Hazardous Materials**") on or within the Property, the violation of any environmental law, or the presence of any tank, underground or otherwise, within the Property; and (v) Seller has not materially violated any applicable State or federal environmental laws during Seller's ownership of the Property.

(g) To Seller's actual knowledge, without independent investigation, there are no violations of any laws, ordinances, rules, regulations, zoning, or other legal requirements with respect to the Property.

(h) All labor performed and materials supplied for the Property at Seller's request have been fully paid by Seller, and no mechanic's lien or other lien may be claimed by any person for such labor or materials.

(i) There are no leases or rights to possession of third parties except for certain leases the terms of which do not extend beyond the applicable Closing Date. Seller shall at its sole cost



and expense deliver title free and clear of any leases or rights of third parties in possession, which is a condition to Closing.

(j) No other person, firm, or entity has any rights in or right to acquire the Property or any part thereof, other than as evidenced by easements and other documents, if any, recorded in the applicable public records.

(k) Seller has not dealt with any broker in connection with this transaction.

As used herein, the phrase “to Seller’s actual knowledge,” “to the best of Seller’s knowledge,” or similar phrase means only those facts actually known by the County Administrator of Seller.

All representations and warranties of Seller are true and correct as of the Effective Date and shall be true and correct on and as of each Closing Date with the same force and effect as if made at that time and shall survive each Closing for a period of one (1) year.

**Section V.02 Purchaser’s Representations and Warranties.** Purchaser represents, warrants and covenants to Seller on and as of the date of this Agreement and on and as of the Closing Date as follows:

(a) Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the certificate of incorporation of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the consent of the board of directors of Purchaser and the appropriate and necessary action has been taken by such board of directors on the part of Purchaser. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization and other similar laws affecting the enforcement of creditors’ rights generally.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and deliver on the Closing Date or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) There are no actions, lawsuits, litigation, or proceedings pending or threatened in any court or before any governmental or regulatory agency that affect Purchaser’s power or authority to enter into or perform this Agreement. There are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, or, to the best of Purchaser’s knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(e) Except for the express representations and warranties of Seller found in herein and in the Closing Documents, Purchaser is acquiring the Property on an “AS IS, WHERE IS” basis, without any representation or warranty of any kind or nature whatsoever, express or implied, and Purchaser acknowledges that no such representations or warranties have been made except as set forth in writing herein and in the Closing Documents.

(f) Purchaser is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of OFAC (including those named on OFAC’s Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) Purchaser has not dealt with any broker in connection with this transaction.

## **ARTICLE VI ENCUMBRANCES; MAINTENANCE AND REPAIRS**

**Section VI.01 Encumbrances.** Notwithstanding anything to the contrary in this Agreement, until the Closing or earlier termination of this Agreement, Seller shall not, without Purchaser’s prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), encumber or create any liens or enter into any lease encumbering any part of the Property.

**Section VI.02 Maintenance and Repairs.** Seller shall cause the Property to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller’s normal course of business, subject to reasonable wear.

## **ARTICLE VII RISK OF LOSS**

**Section VII.01 Risk of Loss.** Risk of loss shall remain with Seller prior to the Closing Date. If, prior to the Closing Date any material portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, Purchaser shall have the right to terminate this Agreement.

## **ARTICLE VIII NOTICES**

**Section VIII.01 Delivery of Notices.** Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 8.01 collectively referred to as “Notices”) shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 8.02, by one of the following methods:

(a) personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) registered or certified mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or

(d) electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 pm on a Business Day and the original is also sent by personal delivery, overnight delivery or by mail in the manner previously described, whereby delivery is deemed to have occurred at the end of the Business Day on which the electronic transmission is completed.

**Section VIII.02 Parties' Addresses.**

(a) Unless changed in accordance with Section 9.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

**If to Seller:**

Name: Oconee County, South Carolina  
Address: 415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Administrator

**With a copy to:**

Name: Oconee Economic Alliance  
Address: 528 Bypass US-123, Suite G  
Seneca, South Carolina 29678  
Attention: President

**With a copy to:**

Name: Oconee County, South Carolina  
Address: 415 South Pine Street  
Walhalla, South Carolina 29691  
Attention: County Attorney

**With a copy to:**

Name: King Kozlarek Law LLC  
Address: Post Office Box 565  
Greenville, South Carolina 29602-0565  
Attention: Michael E. Kozlarek  
Email: michael@kingkozlaw.com

**If to Purchaser:**

Name: Project Made  
Address:

Attention:  
Email:

**With a copy to:**

Name: Nelson Mullins Riley & Scarborough, LLP  
Address: 1320 Main Street, 17<sup>th</sup> Floor  
Columbia, South Carolina 29201  
Attention: Edward G. Kluiters  
Email: edward.kluiters@nelsonmullins.com  
Facsimile: (803) 255-5159

**If to Escrow Agent:**

Name: Nelson Mullins Riley & Scarborough, LLP  
Address: 1320 Main Street, 17<sup>th</sup> Floor  
Columbia, South Carolina 29201  
Attention: Edward G. Kluiters  
Email: edward.kluiters@nelsonmullins.com  
Facsimile: (803) 255-5159

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

## **ARTICLE IX REMEDIES**

### **Section IX.01 Remedies.**

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, as and for full and complete liquidated and agreed damages for Purchaser's Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, Purchaser's remedies shall be as stated in Section 4.04 hereof and, in addition, Seller is entitled to the remedy of specific performance.

(c) Notwithstanding the foregoing or any other provision in this Agreement, a grossly negligent or intentional breach of Purchaser's or Seller's representations, warranties, or covenants, made under Article V of this Agreement shall entitle the other party to a recovery of its out-of-pocket expenses incurred in connection with this Agreement. This provision shall survive the termination of this Agreement.

(d) Upon the release of the Deposit to either Purchaser or Seller, as the case may be, this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

(e) The provisions of this Article shall survive the Closing or termination of this Agreement.

(f) If any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

## **ARTICLE X ESCROW**

**Section X.01 Escrow Terms.** Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) Business Days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5) Business Day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment, Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court. However, Escrow Agent shall have the right at any time to deposit the Deposit and interest thereon, if any, with a court of competent jurisdiction. Escrow Agent shall give written notice of such deposit to Seller and Purchaser. Upon such deposit, Escrow Agent shall be relieved and discharged of all further obligations and responsibilities hereunder.

**Section X.02 Escrow Agent's Duties and Responsibilities.**

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document which is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in the State of South Carolina; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent shall not charge a fee for its services as escrow agent.

(f) All costs and expenses incurred by Escrow Agent in performing its duties as the Escrow Agent including, without limitation, reasonable attorneys' fees (whether paid to retained attorneys or amounts representing the fair value of legal services rendered to or for itself) shall be borne 50% by Seller and 50% by Purchaser, except however, if any litigation arises under this Agreement with respect to the Deposit, all costs and expenses of the litigation shall be borne by whichever of Seller or Purchaser is the losing party.

(g) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

**Section X.03 Indemnification of Escrow Agent.** Seller and Purchaser hereby agree to, jointly and severally, indemnify, defend, and hold harmless Escrow Agent from and against any liabilities, damages, losses, costs, or expenses incurred by, or claims or charges made against Escrow Agent (including reasonable attorneys' fees and disbursements) by reason of Escrow Agent acting or failing to act in connection with any of the matters contemplated by this Agreement or in carrying out the terms of

this Agreement, except for those matters arising as a result of Escrow Agent's gross negligence or willful misconduct.

**Section X.04 Purchaser's Attorney as Escrow Agent.** Notwithstanding anything to the contrary herein contained, Seller acknowledges that Escrow Agent is also acting as Purchaser's counsel in connection with this Agreement and the transactions contemplated hereunder. Seller further acknowledges and agrees that the Escrow Agent may represent Purchaser, as Purchaser's counsel, in any action, suit, or other proceeding between Seller and Purchaser or in which Seller and Purchaser may be involved.

**Section X.05 Survival.** This Article shall survive the Closing or the termination of this Agreement.

## **ARTICLE XI [RESERVED]**

## **ARTICLE XII BROKERS**

**Section XII.01 Brokers.** Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any broker or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys' fees, court costs, and interest.

**Section XII.02 Survival.** The provisions of this Article XII shall survive the Closing or the termination of this Agreement prior to the Closing.

## **ARTICLE XIII MISCELLANEOUS**

**Section XIII.01 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina.

**Section XIII.02 Merger; No Representations.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

**Section XIII.03 No Survival.** Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

**Section XIII.04 Limitation of Liability.**

(a) No individual officer, Council member, employee, agent, attorney, successor, or assign of Seller, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officer, director, employee, attorney, successor, assign, or agent of Purchaser, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Seller and its successors and assigns and, without limitations, all other persons and entities, shall look solely to Purchaser's assets for the payment of any claim or for any performance, and Seller, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

**Section XIII.05 Business Days.** Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a non-business day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of South Carolina.

**Section XIII.06 Modifications and Amendments.** This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

**Section XIII.07 No Recording.** Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

**Section XIII.08 Successors and Assigns; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser may not assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Seller, which consent may be withheld in Seller's sole discretion. Any purported assignment without Seller's consent shall be void and of no force or effect. Any change in control of Purchaser or of any of the direct or indirect ownership interests in Purchaser, at any level or tier of ownership, whether in one transaction or a series of transactions, shall constitute an assignment for purposes of this Section.

**Section XIII.09 Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely



as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

**Section XIII.10 Further Assurances.** Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of South Carolina and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

**Section XIII.11 Counterparts.** This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

**Section XIII.12 Headings.** The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

**Section XIII.13 No Waivers.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

**Section XIII.14 No Offer.** This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

**Section XIII.15 Waiver of Jury Trial.** SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

**Section XIII.16 Time of the Essence.** The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 6:00 p.m. Eastern Standard Time on such date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

PROJECT MADE, [state/organization type]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SELLER:

OCONEE COUNTY, SOUTH CAROLINA, a  
political subdivision of the State of South Carolina

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ESCROW AGENT:

NELSON MULLINS RILEY &  
SCARBOROUGH, LLP, as Escrow Agent

By: \_\_\_\_\_

Name: Edward G. Kluiters

Title: Partner

**EXHIBIT A – PROPERTY DESCRIPTION**

**EXHIBIT B - LIMITED WARRANTY DEED**



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2023-08**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY OWNED BY OCONEE COUNTY TO MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .14 ACRES AND BEING A PORTION OF TAX MAP # 256-00-01-006, AND AUTHORIZING THE RECEIPT OF CERTAIN REAL PROPERTY OWNED BY MOUNT NEBO BAPTIST CHURCH, PROPERTY CONSISTING OF APPROXIMATELY .0034 ACRES AND BEING A PORTION OF TAX MAP # 256-00-04-019; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to acquire and convey real property;

**WHEREAS**, the County desires to convey certain real property consisting of approximately .14 acres and being a portion of tax map # 256-00-01-006 (designated as Parcel 2 on the survey attached hereto as Exhibit A) to Mount Nebo Baptist Church; and

**WHEREAS**, the County desires to receive certain real property owned by Mount Nebo Baptist Church, property consisting of approximately .0034 acres and being a portion of tax map # 256-00-04-019 (designated as Parcel 3 on Exhibit A) in exchange for the conveyance of Parcel 2.

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Oconee County hereby agrees to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3.
2. The Oconee County Administrator is hereby authorized and directed to take all actions necessary to convey Parcel 2 to Mount Nebo Baptist Church in exchange for Parcel 3 and to take all other actions necessary to carry out the intent of this Ordinance.
3. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance, all of which are hereby deemed separable.
4. All ordinances, orders, resolutions, and enactments of the Oconee County Council inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

5. This Ordinance shall take effect and be in full force after three readings, a public hearing, and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading: April 18, 2023  
Second Reading: May 2, 2023  
Third Reading: May 16, 2023  
Public Hearing: May 16, 2023

EXHIBIT A

[*See attached.*]







**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-01**

AN ORDINANCE TO ESTABLISH THE BUDGET FOR OCONEE COUNTY AND TO PROVIDE FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECT FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, ALL IN OCONEE COUNTY FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

**SECTION 1**

Pursuant to Section 4-9-140 of the South Carolina Code of Laws, 1976, as amended, the following amounts are hereby appropriated for the 2023-2024 fiscal year for Oconee County (the “County”) for ordinary County purposes.<sup>1</sup>

<b>General Fund:</b>		
New Positions 13	778,521	
1 Parks, Recreation & Tourism Employees Paid by ATAX	-	
Step & Scale Increase 1 of 2 Years	2,052,864	
Salary Savings (1.3%)	(356,765)	
Gasoline/Diesel Contingency	78,000	
One Time Capital Request	592,250	
Administrator Contingency	251,000	
		<b>3,395,870</b>
Administrator	539,574	
Airport	2,019,059	
Assessor	1,112,460	
Board of Assessment Appeals	4,326	
Building Codes	737,212	
Chau Ram Park	406,426	
County Attorney	419,862	
County Council	334,491	
Debt Service Lease Payments	746,726	
Delinquent Tax Collector	401,439	
Department of Social Services	11,600	
Economic Development	666,133	
Fire/Emergency Services	7,688,804	
Facilities Maintenance	1,472,882	
Finance Office	871,720	
Health and Human Services Direct Aid	696,867	

<sup>1</sup> See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Health Department	28,700	
High Falls Park	520,708	
Human Resources	352,799	
Information Technology	1,259,452	
Legislative Delegation	97,913	
Library	1,520,407	
Magistrate	939,611	
Non-Departmental	1,900,000	
Other Financing Uses	85,000	
Parks, Recreation and Tourism	867,662	
Planning	447,874	
Procurement	256,563	
Register of Deeds	333,815	
Roads and Bridges	3,219,897	
Soil and Water Conservation District	94,182	
Solid Waste	6,203,199	
South Cove Park	615,597	
Vehicle Maintenance	1,014,301	
Veterans' Affairs	221,164	
Voter Registration and Elections	385,635	
<b>Total General:</b>		<b>38,494,060</b>
<b>Elected/Appointed Officials:</b>		
Auditor	707,689	
Clerk of Court	919,201	
Coroner	330,939	
Probate Court	455,553	
Public Defender	250,000	
Sheriff	11,133,452	
Animal Control	758,405	
Communications	1,946,665	
Detention Center	5,090,281	
Solicitor	1,024,466	
Treasurer	724,419	
<b>Total Elected Officials:</b>		<b>23,341,070</b>
<b>Total General Fund</b>		<b>65,231,000</b>
<b>Special Revenue Funds: [1]</b>		
Emergency Services Protection	1,695,000	
Victim Services - Sheriff's Office	123,336	
Victim Services - Solicitor's Office	77,532	
911 Fund	784,000	
Tri-County Technical College	1,688,000	
Road Maintenance Fund	2,545,000	
<b>Total Special Revenue Funds:</b>		<b>6,912,868</b>
<b>Capital Project Funds:[2]</b>		
Economic Development	5,807,000	
Bridge & Culvert Fund	620,000	
Capital Equipment / Vehicle Fund	1,551,000	
Parks, Recreation and Tourism	620,000	
<b>Total Capital Project Funds:</b>		<b>8,598,000</b>
<b>Enterprise Fund:</b>		<b>8,881,250</b>
<b>Debt Service Fund:</b>		<b>1,964,034</b>
<b>Grand Total of all Funds FY 2023-2024</b>		<b>91,587,152</b>
[1] See sections 3 – 11 below.		
[2] See sections 3 – 11 below.		

## **SECTION 2**

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 11 below) for the Oconee County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

## **SECTION 3**

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,688,000 for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 4**

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,695,000 for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 5**

A tax of 2.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer

of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 6**

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$620,000 for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 7**

A tax of 1.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$5,807,000 for the Economic Development Capital Projects Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 8**

A tax of 1 mill to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$620,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital

Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 9**

A tax of 2.0 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,964,034 for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 10**

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, 911 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

#### **SECTION 11**

A tax of 2.3 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,551,000 for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

#### **SECTION 12**

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2023, as a part of the budget authorized by this Ordinance.

#### **SECTION 13**

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

#### **SECTION 14**

All unexpended appropriations as of June 30, 2023, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

#### **SECTION 15**

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

#### **SECTION 16**

The fees authorized for all County departments to charge for services of the County and to use for operations of the County are as set forth in a schedule of fees. This schedule of fees is included within **ATTACHMENT A**, which is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate County departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established in the fee schedule.

#### **SECTION 17**

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and County retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS “AT WILL” AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

#### **SECTION 18**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 19**

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

**SECTION 20**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

**SECTION 21**

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this \_\_\_\_ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

\_\_\_\_\_  
Matthew Durham  
Chairman, Oconee County Council

ATTEST

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to County Council

First Reading: May 2, 2023  
Public Hearing: May 16, 2023  
Second Reading: May 16, 2023  
Public Hearing: June 6, 2023  
Third Reading: June 6, 2023



**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**BUDGET PROVISOS FOR FISCAL YEAR 2023-2024**  
**ORDINANCE 2023-01**

**Section 1**

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

**Section 2**

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

**Section 3**

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

**Section 4**

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

**Section 5**

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

**Section 6**

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be

circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

### **Section 7**

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

### **Section 8**

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

### **Section 9**

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The per diem rates will be equal to the amounts published for the applicable time period and location by the United States General Services Administration. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

### **Section 10**

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

### **Section 11**

For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2023, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee

County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;<sup>[1]</sup> (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

**Section 12**

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2023 and ending June 30, 2024.

**Section 13**

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2022) was \$11,260,698. Oconee County’s assigned fund balance as of the last audited fiscal year (2022) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Solid Waste rental/purchase of equipment required for concrete recycling:	\$ 20,994
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715

**Section 14**

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

**Section 15**

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

**Section 16**

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with

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<sup>[1]</sup> If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

### **Section 17**

Allocation of proceeds from sale or disposal of Vehicles/Equipment shall be deposited into the Capital Equipment – Vehicle Fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity. All other proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund.

### **Section 18**

Revenues collected from recycled concrete shall be designated for the rental / purchase of equipment required for concrete recycling.

### **Section 19**

Due to the volatile petroleum market, a fuel contingency account in the Administrator's Department is required for FY 23-24. These funds will only be utilized, when required, for necessary fuel expenditure overages. Funding for the fuel contingency account will come from:

- FY 22-23 utility savings of up to \$50,000 (*contingent upon year end verification of availability*); and
- FY 22-23 unexpended salary funds of up to \$100,000 (*contingent upon year end verification of availability*).

### **Section 20**

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.



# Oconee County Administrator's Recommended Budget 2023-2024

**Ordinance 2023-01  
1<sup>st</sup> Reading**

**May 2, 2023**

**May 2, 2023 – 1<sup>st</sup> Reading**  
**May 16, 2023 – Public Hearing**  
**May 16, 2023 – 2<sup>nd</sup> Reading**  
**June 6, 2023 – Public Hearing**  
**June 6, 2023 – 3<sup>rd</sup> & Final Reading**

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**FY 2023 - 2024 Budget Summary Changes**

**Expenditures**

Description	3/24/2023	4/18/2023	5/2/2023
Step & Scale 1 of 2 Years	2,167,993	2,052,864	2,052,864
New Positions	885,086	866,443	778,521
Fuel Contingency	-	13,212	13,212
Administrator's Contingency	-	14,569	15,569
Salary Savings	-	-	(356,765)
One Time Capital	(233,919)	(812,750)	(1,327,750)
General Government	516,206	381,236	339,437
Public Safety	2,327,717	2,351,430	2,281,430
Transportation	(300,524)	(276,492)	(282,992)
Public Works	783,233	783,233	761,233
Culture and Recreation	(78,710)	(78,710)	(78,710)
Judicial Services	97,065	154,076	174,076
Health and Welfare	(41,111)	(41,111)	(41,311)
Economic Development	8,381	381	381
Non Departmental	4,000	4,000	(35,000)
Debt Service Lease Payments	4,152	4,152	4,152
Other Financing Uses	(64,367)	(64,367)	(64,367)
<b>Total Increase in Expenditures</b>	<b>6,075,202</b>	<b>5,352,166</b>	<b>4,233,980</b>

**Revenues**

Description	3/24/2023	4/18/2023	5/2/2023
Property Taxes	2,943,797	2,925,154	2,475,154
Intergovernmental	603,688	603,688	403,688
Licenses, Permits and Fees	1,635,500	1,056,107	843,608
Fines and Forfeitures	30,100	30,100	24,413
Charges for Services	1,077,448	952,448	952,448
Interest and Investment Income	300,000	300,000	300,000
Miscellaneous and Other	55,225	55,225	55,225
Other Financing Sources -	(186,500)	(186,500)	(436,500)
Use of Fund Balance	(384,056)	(384,056)	(384,056)
<b>Total Increase in Revenues</b>	<b>6,075,202</b>	<b>5,352,166</b>	<b>4,233,980</b>

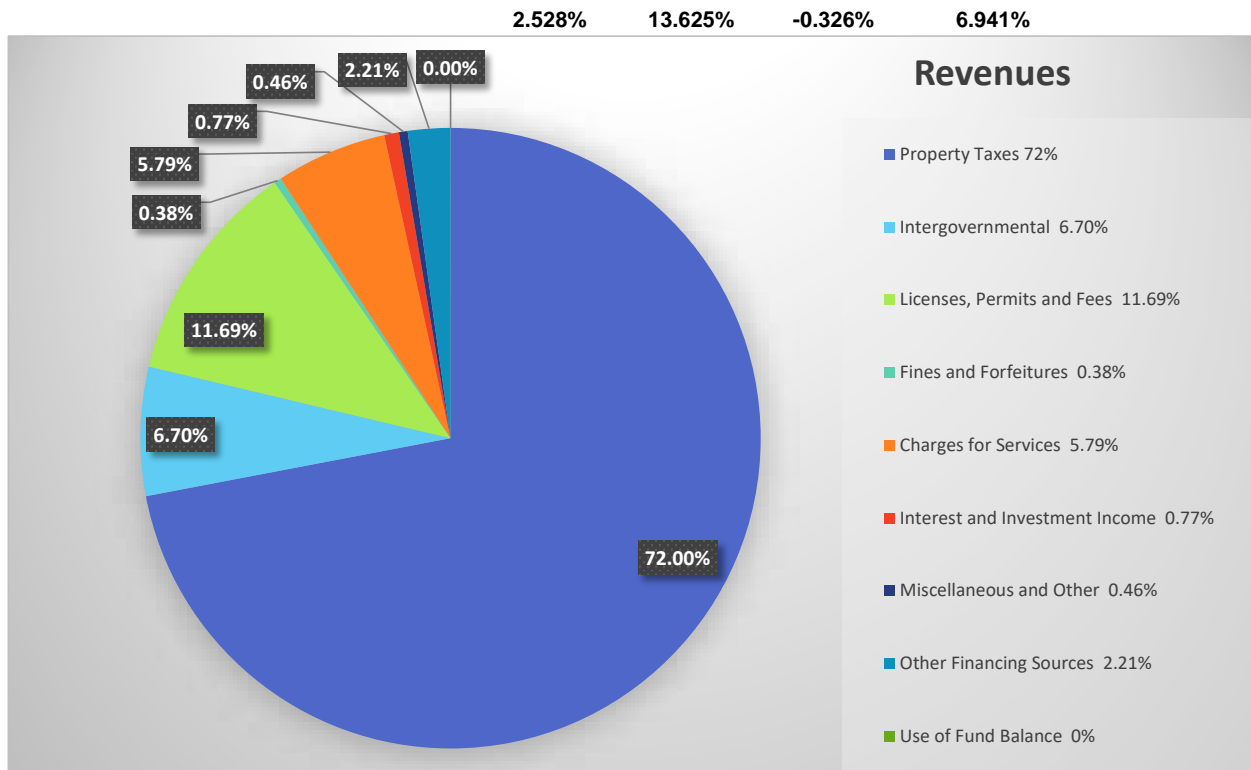
Reduction from 3/24/23 Numbers (1,841,222.00)

These numbers represent the increase from Fiscal Year 2022-2023 Amend Budget to the current Administrator's Recommended Budget.



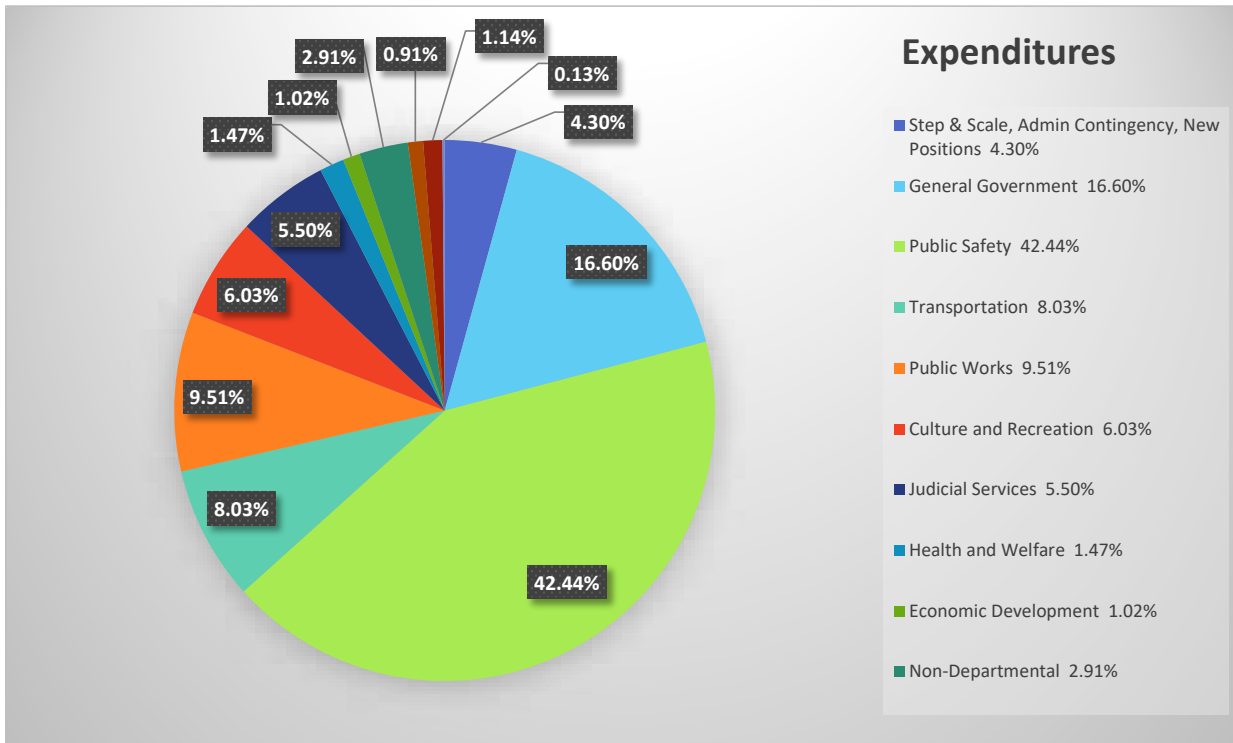
**Oconee County, South Carolina  
General Fund Summary  
2023-2024 Budget**

Revenues and Other Financing Sources							
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended		% Change from FY 2023
Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	46,968,857	Pg 5	5.56%
Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,371,910	Pg 6	10.17%
Licenses, Permits and Fees	5,352,745	6,694,932	7,342,104	6,783,600	7,627,208	Pg 7	12.44%
Fines and Forfeitures	231,260	242,004	257,591	222,600	247,013	Pg 8	10.97%
Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	3,775,776	Pg 9	33.73%
Interest and Investment Income	903,344	75,750	-	200,000	500,000	Pg 10	150.00%
Miscellaneous and Other	210,933	267,164	254,689	242,214	297,439	Pg 11	22.80%
Other Financing Sources	3,052,463	805,631	2,893,684	1,879,297	1,442,797	Pg 12	-23.23%
Use of Fund Balance	-	-	-	384,056	-	N/A	
	<b>52,530,020</b>	<b>53,858,020</b>	<b>61,196,396</b>	<b>60,997,020</b>	<b>65,231,000</b>		<b>6.94%</b>



**Oconee County, South Carolina  
General Fund Summary  
2023-2024 Budget**

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	% Change from FY 2023
Step & Scale, Admin Contingency, New Positions	-	-	-	300,219	2,803,620	
General Government	8,732,555	9,112,716	9,509,470	10,491,959	10,831,396	3.24%
Public Safety	20,792,931	21,812,426	23,187,797	25,404,328	27,685,758	8.98%
Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,238,956	-5.12%
Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,203,199	13.99%
Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	3,930,800	-1.96%
Judicial Services	2,801,152	2,898,988	3,378,026	3,414,755	3,588,831	5.10%
Health and Welfare	945,792	880,902	960,471	999,642	958,331	-4.13%
Economic Development	564,167	581,958	530,555	665,752	666,133	0.06%
Non-Departmental	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
One Time Capital	1,015,169	2,455,920	1,502,591	1,920,000	592,250	-69.15%
Debt Service (Lease Payments)	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	85,000	-43.09%
	<b>48,935,801</b>	<b>54,796,997</b>	<b>59,678,489</b>	<b>60,997,020</b>	<b>65,231,000</b>	<b>6.94%</b>
<b>Net Change in Fund Balance</b>	3,594,219	(938,977)	1,517,907	-	0	
<b>Actual Value of a Mill</b>	545,613	561,398	586,604	602,892	620,000	



Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	
<b>General Government</b>						
<b>Step &amp; Scale, Contingency, Step</b>	-	-	-	<b>300,219</b>	<b>2,803,620</b>	
Administrator (717)	421,698	368,142	446,949	450,553	539,574	19.76%
Assessor (301)	982,480	977,340	967,481	1,096,607	1,112,460	1.45%
Auditor (302)	503,692	520,741	590,127	667,476	707,689	6.02%
Board of Assessment Appeals (303)	2,691	3,252	1,547	7,526	4,326	-42.52%
County Attorney (741)	321,500	321,864	374,996	404,792	419,862	3.72%
County Council (704)	369,548	294,827	289,685	322,151	334,491	3.83%
Delinquent Tax Collector (305)	321,423	378,409	375,455	448,571	401,439	-10.51%
Facilities Maintenance (714)	1,352,242	1,635,811	1,326,458	1,460,350	1,472,882	0.86%
Finance Office (708)	607,173	695,773	737,673	715,308	871,720	21.87%
Human Resources (710)	319,402	335,055	428,980	423,817	352,799	-16.76%
Information Technology (711)	907,661	906,987	1,056,544	1,211,401	1,259,452	3.97%
Legislative Delegation (706)	94,577	94,905	92,659	102,957	97,913	-4.90%
Planning Commission (712)	286,705	230,074	335,477	444,572	447,874	0.74%
Procurement (713)	151,019	168,821	187,041	250,378	256,563	2.47%
Register of Deeds (735)	290,826	301,709	328,224	341,909	333,815	-2.37%
Soil and Water Conservation District (716)	68,319	80,945	75,211	81,981	94,182	14.88%
Treasurer (306)	571,624	588,667	619,985	706,729	724,419	2.50%
Vehicle Maintenance (721)	924,682	933,092	991,733	1,050,423	1,014,301	-3.44%
Voter Registration and Elections (715)	235,293	276,302	283,245	304,458	385,635	26.66%
<b>Total General Government</b>	<b>8,732,555</b>	<b>9,112,716</b>	<b>9,509,470</b>	<b>10,491,959</b>	<b>10,831,396</b>	3.24%
<b>Public Safety</b>						
Animal Control (110)	640,343	643,774	638,161	713,941	758,405	6.23%
Building Codes (702)	623,677	623,287	634,805	734,647	737,212	0.35%
Communications (104)	1,605,604	1,651,216	1,754,918	1,916,158	1,946,665	1.59%
Coroner (103)	249,964	257,253	306,492	328,596	330,939	0.71%
Detention Center (106)	4,235,413	4,347,274	4,563,534	5,076,497	5,090,281	0.27%
Fire/Emergency Services (107)	4,149,021	4,958,632	5,281,428	5,548,614	7,688,804	38.57%
Sheriff (101)	9,288,909	9,330,990	10,008,459	11,085,875	11,133,452	0.43%
<b>Total Public Safety</b>	<b>20,792,931</b>	<b>21,812,426</b>	<b>23,187,797</b>	<b>25,404,328</b>	<b>27,685,758</b>	8.98%

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	
<b>Transportation</b>						
Airport (720)	1,183,587	1,340,473	2,131,089	2,378,815	2,019,059	-15.12%
Roads and Bridges (601)	2,543,810	2,655,773	2,579,439	3,143,133	3,219,897	2.44%
<b>Total Transportation</b>	<b>3,727,397</b>	<b>3,996,246</b>	<b>4,710,528</b>	<b>5,521,948</b>	<b>5,238,956</b>	<b>-5.12%</b>
<b>Public Works</b>						
Solid Waste (718)	4,373,084	4,759,895	5,086,095	5,441,966	6,203,199	13.99%
<b>Total Public Works</b>	<b>4,373,084</b>	<b>4,759,895</b>	<b>5,086,095</b>	<b>5,441,966</b>	<b>6,203,199</b>	<b>13.99%</b>
<b>Culture and Recreation</b>						
Chau Ram Park (205)	338,326	413,942	411,117	407,469	406,426	-0.26%
High Falls Park (203)	425,231	453,077	491,681	453,196	520,708	14.90%
Library (206)	1,376,570	1,383,383	1,426,414	1,576,959	1,520,407	-3.59%
Parks, Recreation and Tourism (202)	576,333	587,530	620,851	970,004	867,662	-10.55%
South Cove Park (204)	471,103	518,809	606,025	601,882	615,597	2.28%
<b>Total Culture and Recreation</b>	<b>3,187,563</b>	<b>3,356,741</b>	<b>3,556,088</b>	<b>4,009,510</b>	<b>3,930,800</b>	<b>-1.96%</b>
<b>Judicial Services</b>						
Clerk of Court (501)	654,713	681,337	741,393	788,291	919,201	16.61%
Magistrate (509)	799,070	815,506	1,276,522	989,790	939,611	-5.07%
Probate Court (502)	353,803	360,145	348,316	381,670	455,553	19.36%
Public Defender (510)	240,000	240,000	250,000	250,000	250,000	0.00%
Solicitor (504)	753,566	802,000	761,795	1,005,004	1,024,466	1.94%
<b>Total Judicial Services</b>	<b>2,801,152</b>	<b>2,898,988</b>	<b>3,378,026</b>	<b>3,414,755</b>	<b>3,588,831</b>	<b>5.10%</b>
<b>Health and Welfare</b>						
Health and Human Services Direct Aid (705)	714,802	647,784	675,089	736,867	696,867	-5.43%
Department of Social Services (402)	12,829	11,435	11,420	12,700	11,600	-8.66%
Health Department (403)	26,743	22,169	69,029	29,150	28,700	-1.54%
Veterans' Affairs (404)	191,418	199,514	204,933	220,925	221,164	0.11%
<b>Total Health and Welfare</b>	<b>945,792</b>	<b>880,902</b>	<b>960,471</b>	<b>999,642</b>	<b>958,331</b>	<b>-4.13%</b>
<b>Economic Development (707)</b>	<b>564,167</b>	<b>581,958</b>	<b>530,555</b>	<b>665,752</b>	<b>666,133</b>	<b>0.06%</b>
<b>Non-Departmental (709)</b>	<b>1,538,345</b>	<b>3,399,458</b>	<b>4,651,806</b>	<b>1,935,000</b>	<b>1,900,000</b>	<b>-1.81%</b>
<b>One Time Capital</b>	<b>1,015,169</b>	<b>2,455,920</b>	<b>1,502,591</b>	<b>1,920,000</b>	<b>592,250</b>	<b>-69.15%</b>
<b>Debt Service Lease Payments</b>	<b>982,646</b>	<b>1,401,748</b>	<b>886,296</b>	<b>742,574</b>	<b>746,726</b>	<b>0.56%</b>
<b>Other Financing Uses</b>	<b>275,000</b>	<b>140,000</b>	<b>1,718,765</b>	<b>149,367</b>	<b>85,000</b>	<b>-43.09%</b>
<b>Total Expenditures and Other Financing Uses</b>	<b>48,935,801</b>	<b>54,796,997</b>	<b>59,678,489</b>	<b>60,997,020</b>	<b>65,231,000</b>	<b>6.94%</b>
<b>Net Change in Fund Balance Increase (Decrease)</b>	<b>3,594,219</b>	<b>(938,977)</b>	<b>1,517,907</b>	<b>-</b>	<b>0</b>	

**Oconee County, South Carolina  
Property Taxes  
2022-2023 Budget**

Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Real Estate</b>	28,689,186	30,068,275	32,066,346	36,135,450	37,739,357
<b>BMW</b>	7,926	6,227	6,222	6,500	6,500
<b>Vehicle</b>	2,467,321	2,748,336	2,779,580	2,725,000	2,750,000
<b>Watercraft</b>	102,137	608,325	854,142	825,000	850,000
<b>Homestead Exemption</b>	1,212,251	1,218,039	1,227,940	1,200,000	1,227,000
<b>Fee-In-Lieu</b>	1,871,777	1,942,456	1,950,080	1,900,000	2,000,000
<b>Merchants Inventory</b>	75,043	75,043	75,043	75,000	75,000
<b>Motor Carrier</b>	137,561	403,561	485,822	170,753	325,000
<b>Manufacturer's Exemption</b>	336,703	333,722	348,167	336,000	336,000
<b>Manufacturer PVE Reimb</b>	61,531	69,431	87,722	70,000	400,000
<b>County Penalty</b>	136,169	166,019	168,244	150,000	160,000
<b>Delinquent</b>	1,632,670	891,793	1,425,008	900,000	1,100,000
<b>Total Property Taxes</b>	<b>36,730,275</b>	<b>38,531,227</b>	<b>41,474,316</b>	<b>44,493,703</b>	<b>46,968,857</b>

**Oconee County, South Carolina  
Intergovernmental  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-081-00810-14904	Impact Fee For Tires	47,529	43,627	33,187	40,000	50,000
010-081-00810-15000	1/2 Pollution Control Fine	5,398	-	25,535	-	-
010-081-00810-20005	State Aid to Subdivisions	2,986,064	3,040,980	2,326,642	3,013,260	3,200,000
010-081-00810-20060	Flood Control	-	65,824	45,148	50,000	50,000
010-081-00810-20065	TNC Act Local Assessment Fees	2,855	1,449	4,260	-	2,000
010-081-00810-20400	Sheriff Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-21200	Coroner Supplement	1,575	1,575	1,575	1,576	1,575
010-081-00810-21300	Registration Board	6,501	6,750	7,500	6,750	6,750
010-081-00810-21400	Register of Deeds Supplement	1,575	1,575	1,575	1,576	1,575
010-081-00810-21900	Clerk of Court Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-22300	Probate Judge Supplement	1,575	1,575	1,575	1,576	15,000
010-081-00810-22950	SCABL On Premise License	19,900	24,850	39,750	25,000	40,000
010-081-00810-25900	Veterans' Affairs State Aid	5,478	5,478	5,615	5,478	5,500
010-081-00810-60460	Resource Officer Reimbursement	609,098	662,901	547,458	600,354	625,010
010-081-00825-91126	BWC Reimb Rev for Prior	34,360	-	-	-	-
010-081-00825-97715	SC State Election Reimb Revenue	5,854	82,194	41,711	20,000	82,000
010-082-00825-00191	FEMA 2020 Tornado	-	33,999	11,333	-	10,000
010-080-00805-00190	SC Cares COVID	-	262,524	22,173	-	15,000
010-082-00825-00192	FEMA 2020 Flooding	-	260,103	86,701	-	25,000
010-082-00830-25500	Department of Social Services	53,038	27,985	18,416	50,000	25,000
010-082-00825-00021	Hurricane Florence	-	-	30,023	-	-
010-080-00805-17799	City/Town Election Reimb	-	-	2,179	-	3,500
010-080-00870-76023	MPVE	-	-	1,442,518	-	-
010-082-00830-25600	Sheriff Title IVD Service of Process	5,379	4,472	8,976	9,500	9,000
010-082-00830-40030	Federal Owned Land PILT	142,639	155,602	181,193	140,000	175,000
<b>Total</b>	<b>Total Intergovernmental</b>	<b>3,995,120</b>	<b>4,686,613</b>	<b>4,888,193</b>	<b>3,968,222</b>	<b>4,371,910</b>

**Oconee County, South Carolina  
License, Permits, & Fees  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-080-00805-10285	Tax Sale Fees	157,325	268,720	221,694	250,000	250,000
010-080-00805-10310	Vehicle Decal Fees	69,118	72,790	71,256	72,000	72,000
010-080-00805-10311	Noise Ord Permit Fee	50	-	50	-	-
010-080-00805-10312	Franchise Fee Cable TV	255,449	253,187	259,003	252,000	260,000
010-080-00805-10370	Communication Tower Fees	25,000	36,000	53,000	32,000	65,000
010-080-00805-10400	Sheriff Civil Fees	7,900	7,495	7,585	6,000	7,500
010-080-00805-10504	Worthless Checks	3,444	3,116	2,050	3,000	3,000
010-080-00805-10601	Encroachment Fees - Roads and Bridges	18,445	31,959	24,642	30,000	30,000
010-080-00805-10915	Airport Special Events	5,017	750	1,375	-	1,000
010-080-00805-10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010-080-00805-11000	Library Fines and Fees	18,776	11,610	13,262	15,000	15,000
010-080-00805-11100	Dog Adoption Fees	25,825	6,580	10,660	10,000	10,000
010-080-00805-11101	Cat Adoption Fees	18,670	28,345	18,940	20,000	20,000
010-080-00805-11103	Animal Boarding Fees	1,040	120	270	1,000	1,000
010-080-00805-11703	Map Copies Assessor	1,041	484	1,549	500	1,500
010-080-00805-11900	Clerk of Court	240,874	195,494	198,619	225,000	225,000
010-080-00805-11902	3% State Document Fee	49,483	74,867	96,778	60,000	90,000
010-080-00805-12032	Vehicle Maintenance Labor Reimbursement	847	1,110	-	-	-
010-080-00805-12301	Probate Judge Estates	143,921	179,141	197,607	150,000	175,000
010-080-00805-12302	Probate Judge Advertising	68,063	151,792	140,144	150,000	150,000
010-080-00805-12304	Probate Judge Marriage Licenses	7,318	10,813	9,085	10,000	12,500
010-080-00805-12305	Probate Judge Returns	310	350	360	100	350
010-080-00805-12307	Probate Judge Marriage Certificates	5,700	5,283	6,417	5,500	6,000
010-080-00805-12308	Probate Judge Marriage Ceremony	5,060	3,550	4,292	3,500	4,000
010-080-00805-12501	Tax Collector Fees	45,574	54,510	37,408	50,000	50,000
010-080-00805-13700	Building Codes	995,832	1,333,492	1,458,453	1,500,000	1,770,608
010-080-00805-13701	Building Codes Mobile Home Fees	22,050	22,705	23,590	20,000	22,000
010-080-00805-13705	Building Codes Plan Review Fees	189,490	162,284	92,761	175,000	175,000
010-080-00805-13706	Subdivision Plan Review Fees	4,225	5,800	4,750	5,000	5,000
010-080-00805-13708	Code Book Revenues- Building Codes	-	-	325	-	250
010-080-00805-13723	LP Documents - Planning	-	-	6,378	-	5,000
010-080-00805-13724	Land Use Appeals - Planning	800	2,850	4,250	2,500	3,000
010-080-00805-13753	Zoning Permit Fees	21,775	25,035	28,850	25,000	30,000
010-080-00805-14100	Register of Deeds	1,003,351	1,437,784	1,734,133	1,500,000	1,750,000
010-080-00805-14904	Solid Waste Impact Fee for Tires	5,712	13,120	14,795	13,000	15,000
010-080-00805-15406	Credit Application Fees	840	348	(406)	-	1,000
010-080-00805-16002	Magistrate Court Fees	1,420	1,371	2,729	-	2,500
010-080-00805-16003	Magistrate Civil Paper Fees	92,008	85,401	84,196	85,000	85,000
010-080-00805-16030	Magistrate Collection Cost	2,451	2,631	2,660	2,500	2,500
010-080-00805-60105	Sign Fees - Roads and Bridges	2,672	5,044	3,043	5,000	5,000
010-080-00805-60735	One Stop Recording Fees	5,250	6,915	6,425	5,000	6,500
010-080-49807-14900	Solid Waste Tipping Fees	1,825,524	2,192,086	2,497,785	2,100,000	2,300,000
<b>Total</b>	<b>Total License, Permits, and Fees</b>	<b>5,352,745</b>	<b>6,694,932</b>	<b>7,342,104</b>	<b>6,783,600</b>	<b>7,627,208</b>

**Oconee County, South Carolina  
Fines & Forfeitures  
2023-2024 Budget**

<b>Account Number</b>	<b>Description</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Actual</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Administrator Recommended</b>
010-080-00805-16001	Magistrate Fines	227,101	239,193	255,207	220,000	244,313
010-080-00805-16004	25% Boating Fines Retained	689	1,049	1,192	1,100	1,200
010-080-00805-16006	Solicitor's Traffic Education	-	38	153	-	
010-080-00805-16016	Litter Fines (90% GF)	2,630	1,004	559	1,500	1,000
010-080-00805-16024	Litter Fine In Lieu of Pickup	840	720	480	-	500
<b>Total</b>	<b>Total Fines and Forfeitures</b>	<b>231,260</b>	<b>242,004</b>	<b>257,591</b>	<b>222,600</b>	<b>247,013</b>



**Oconee County, South Carolina  
Charges for Services  
2023-2024 Budget**

<b>Account Number</b>	<b>Description</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Actual</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Administrator Recommended</b>
010-080-00805-00203	High Falls Park	131,234	220,987	220,798	225,000	250,000
010-080-00805-00204	South Cove Park	305,344	458,375	439,026	460,000	475,000
010-080-00805-00205	Chau Ram Park	32,906	79,302	85,946	85,000	100,000
010-080-00805-00306	PRT Season Pass/Treasurer	875	850	815	500	850
010-080-00805-00950	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	200,000
010-080-00805-10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	150,000
010-080-00805-10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010-080-00805-10905	Tie Down	3,750	3,535	3,915	3,500	4,000
010-080-00805-10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010-080-00805-10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010-080-00805-10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	35,000
010-080-00805-10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	10,000
010-080-00805-10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010-080-00805-10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	315,000
010-080-00805-10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	1,875,000
010-080-00805-62051	Fairplay Recreation Area Revenue	5,150	3,787	3,092	3,500	-
010-080-00805-62052	Lawrence Bridge Rec Area Revenue	4,463	3,505	2,512	3,500	-
010-080-00805-62053	Mullins Ford Rec Area Revenue	273	445	336	500	-
010-080-00805-62054	Choestoea Landing Revenue	1,062	1,721	962	1,600	-
010-080-00805-62055	Port Bass Landing Revenue	10	-	-	-	-
010-080-00805-62056	Seneca Creek Landing Revenue	3,220	2,543	1,095	2,500	-
010-080-00805-62057	South Union Landing Revenue	901	487	333	500	-
010-080-49807-14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	225,000
010-080-49807-14910	Solid Waste - Mulch Sales	8,874	-	-	-	1,000
<b>Total</b>	<b>Total Charges for Services</b>	<b>2,053,881</b>	<b>2,554,699</b>	<b>4,085,819</b>	<b>2,823,328</b>	<b>3,775,776</b>

**Oconee County, South Carolina  
Interest and Investment Income  
2023-2024 Budget**

<b>Account Number</b>	<b>Description</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Actual</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Administrator Recommended</b>
<b>Multiple Account Numbers</b>	<b>Interest - Administrative Investment Accounts</b>	903,344	75,750	-	200,000	500,000
<b>Total</b>	<b>Total Interest and Investment Income</b>	<b>903,344</b>	<b>75,750</b>	<b>-</b>	<b>200,000</b>	<b>500,000</b>

**Oconee County, South Carolina  
Miscellaneous and Other  
2023-2024 Budget**

<b>Account Number</b>	<b>Description</b>	<b>FY 2020 Actual</b>	<b>FY 2021 Actual</b>	<b>FY 2022 Actual</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Administrator Recommended</b>
010-080-00805-10290	<b>Gain/Loss on Sales of Forfeited Land</b>	(36,005)	(12,864)	(156,566)	-	
010-080-00805-10320	<b>Rent - USDA Building</b>	7,800	7,800	7,684	7,800	7,800
010-080-00805-10321	<b>Rent - Bantam Chef</b>	2,750	3,000	3,000	3,000	3,000
010-080-00805-10340	<b>Miscellaneous Income</b>	66,712	97,400	100,542	95,000	110,000
010-080-00805-10343	<b>Brady Lease Revenue</b>	-	6,000	-	-	
010-080-00805-10385	<b>Land Sales - Forfeited Land Commission (FLC)</b>	50,267	35,576	98,126	25,000	50,000
010-080-00805-10386	<b>Auditor FLC Processing Fees</b>	1,560	2,840	8,060	1,275	2,500
010-080-00805-10387	<b>Auditor FLC Delinquent Tax Fee</b>	19,270	32,020	105,625	15,000	25,000
010-080-00805-10401	<b>Miscellaneous - Sheriff</b>	44,453	43,263	23,787	43,000	43,000
010-080-00805-11106	<b>Animal Control Miscellaneous Revenue</b>	16,316	19,115	17,532	15,000	15,000
010-080-00805-12306	<b>Miscellaneous - Probate Judge</b>	17,822	15,420	29,992	15,000	20,000
010-080-00805-16020	<b>Master in Equity</b>	9,245	5,740	6,585	10,000	7,500
010-080-00805-20800	<b>Soil and Water</b>	-	6,139	-	6,139	6,139
010-080-00805-60003	<b>Storm Water Assistance Fund</b>	10,743	5,715	8,463	6,000	7,500
	<b>GASB Lease Adjustments</b>	-	-	1,859	-	-
<b>Total</b>	<b>Total Miscellaneous and Other</b>	<b>210,933</b>	<b>267,164</b>	<b>254,689</b>	<b>242,214</b>	<b>297,439</b>

**Oconee County, South Carolina**  
**Other Financing Sources and Use of General Fund Balance**  
**2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010-090-00170-70013	Transfer From Special Revenues (013)	-	-	44,144	-	-
010-090-00170-70017	Transfer From Rock Quarry	750,000	750,000	1,000,000	1,000,000	750,000
010-090-00170-70230	Transfer From State Accommodations Tax (Fund 230)	40,035	46,441	50,456	45,000	50,000
010-090-00170-70235	Transfer From Local Accommodations Tax (Mountain Lakes CVB LAT Salaries) (Fund 235)	-	-	-	408,177	408,177
010-081-00810-74700	Circuit Solicitors Extra State Funding (FY2022 - 2 Employees)	-	-	-	149,620	149,620
010-080-00805-10305	Sale of Capital Assets	-	-	-	-	-
010-080-00805-10300	Non-Capital Sales	11,769	-	727	-	-
010-080-00170-07190	Insurance Recovery & Health Plan	27,353	9,190	138,750	25,000	75,000
010-090-00180-07191	OFS Insurance Proceeds Prepaid Legal	23,306	-	5,219	1,500	10,000
	Lease Principal	-	-	294,654	-	-
New Account	Upcountry Fiber	-	-	-	250,000	-
010-080-00170-07180	Proceeds from Capital Lease	2,200,000	-	1,359,734	-	-
		<b>3,052,463</b>	<b>805,631</b>	<b>2,893,684</b>	<b>1,879,297</b>	<b>1,442,797</b>

Use of General Fund Balance						
Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
	Use of Fund Balance - Airport Grant	-	-	-	384,056	-
	Use of Fund Balance - Westminster Magistrate*	-	-	-	-	-
Total	<b>Total Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>384,056</b>	<b>-</b>
	<b>Total of OFS</b>	<b>3,052,463</b>	<b>805,631</b>	<b>2,893,684</b>	<b>2,263,353</b>	<b>1,442,797</b>

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>General County Fees</b>			
(Applicable to all departments, unless otherwise noted within the Departmental Fees below.)			
<b>Copies</b>			
8.5 X 11	Per Page	\$0.25	\$0.50
8.5 X 14	Per Page	\$0.50	\$0.50
11 X 17	Per Page	\$0.50	\$0.75
<b>County Road Maps</b>			
County Road Map (Less Than 50)	Per Map	\$2.00	\$2.00
	Per Map	\$1.50	\$1.50
<b>Noise Ordinance Permit Fee</b>	Per Event	\$50.00	\$50.00
<b>Departmental Fees</b>			
<b>Airport</b>			
T-Hanger Rental Rates	Per Month	\$185.00	\$185.00
1998 T-Hangars A, B, and Box D (27)	Per Month	\$250.00	\$250.00
New T-Hangars E (8)	Per Month	\$300.00	\$300.00
Aircraft Tie-Down Rate	Per Month	\$30.00	\$30.00
Long-Term Parking Fee	Per Month, Per Vehicle	\$25.00	\$30.00
After Hour Callout Fee - With purchase of fuel	Minimum of 100 gallons	\$150.00	\$150.00
After Hour Callout Fee - No purchase of fuel	Per Callout	\$250.00	\$250.00
GPU (Ground Power Unit)	Per Hour	\$75.00	\$75.00
Event Fee		\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft Aircraft above 20,000 pounds gross weight event fees revert to Tier Fee schedule.	\$25.00 Single Engine \$50.00 Multi Engine \$100.00 Jet Aircraft Aircraft above 20,000 pounds gross weight event fees revert to Tier Fee schedule.
Ramp Fee -			
Tier 1 (100,000 - 20,000 Pounds)		100 Gallons/Top Off or \$100.00 \$15.00 per night after 48 hours	100 Gallons/Top Off or \$100.00 \$15.00 per night after 48 hours
Tier 2 (20,000 - 30,000 Pounds)		200 Gallons or \$200.00 \$35.00 per night after 48 hours	200 Gallons or \$200.00 \$35.00 per night after 48 hours
Tier 3 (30,000 - 40,000 Pounds)		300 gallons or \$300.00 \$50.00 per night after 48 hours	300 gallons or \$300.00 \$50.00 per night after 48 hours
Airport customers with an Oconee Airport based corporate aircraft who purchase 150 or more gallons of Jet A fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		N/A	N/A
Airport customers who purchase 250 gallons or more of Jet A Fuel at one time will receive a \$0.10 per gallon discount off the County Airport's normal retail price for the Jet A Fuel.		\$0.10 reduction for 250 gallons or more Jet-A	\$0.10 reduction for 250 gallons or more Jet-A

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Animal Control</b>			
Dog Adoption Fee	Per Dog	\$25 - \$125	\$25 - \$125
Cat Adoption Fee	Per Cat	\$25 - \$125	\$25 - \$125
Horse Adoption Fee	Per Horse	\$100 - \$200	\$100 - \$200
Quarantine Fee	10 Days	\$60.00	\$60.00
Owner Pick-Up Fee - Cat or Dog		\$10.00	\$10.00
Owner Pick-Up Fee - Large Animal		\$20.00	\$20.00
Boarding Fee - Cat or Dog	Per Day	\$10.00	\$10.00
Boarding Fee - Large Animal	Per Day	\$20.00	\$20.00
Vaccine(s) - Misc	Per Vaccine	\$10.00	\$10.00
Dewormed - Misc		\$10.00	\$10.00
Heartworm Test - Misc		\$10.00	\$10.00
Microchip Fee - Misc		\$15.00	\$15.00
<b>Assessor/GIS</b>			
Custom Production - Billed in 1/2 Hour Increments	Per Hour	\$35.00	\$35.00
Roads Directory - Microsoft Access Database CD	Per CD	\$0.00	\$0.00
Custom Scan and Prints	Per Hour	\$35.00	\$35.00
GIS A - 8.5 X 11		\$3.00	\$3.00
GIS B - 11 X 17		\$5.00	\$5.00
GIS C - 18 X 24		\$10.00	\$10.00
GIS D - 24 X 36		\$15.00	\$15.00
GIS E - 36 X 48		\$20.00	\$20.00
GIS A - 8.5 X 11 (Aerial Imagery)		\$5.00	\$5.00
GIS B - 11 X 14 (Aerial Imagery)		\$0.00	\$0.00
GIS B - 11 X 17 (Aerial Imagery)		\$10.00	\$10.00
GIS C - 18 X 24 (Aerial Imagery)		\$15.00	\$15.00
GIS D - 24 X 36 (Aerial Imagery)		\$20.00	\$20.00
GIS E - 36 X 48 (Aerial Imagery)		\$25.00	\$25.00
Tax Map Grid with Roads		\$10.00	\$10.00
Voting Precincts and Council Districts		\$0.00	\$0.00
<b>Building Codes</b>			
<i>(See Section 10 of Provisos to the Oconee County Budget for this year)</i>			
All Buildings, Demolition, and Mechanical Trades \$10,000 or Less		\$50.00	\$50.00
All Buildings, Demolition, and Mechanical Trades \$10,000 and Up		\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof	\$75.00 + \$4.00 for each additional \$1,000 or fraction thereof
Farm Exempt Structures		\$50.00	\$50.00
<b>Manufactured Homes</b>			
Set-Up Permit (Includes County Decal)		\$100.00	\$100.00
Decal Only		\$20.00	\$20.00
Manufactured Home De-Title Fee		\$50.00	\$50.00
Manufactured Home Moving Permit		\$40.00	\$40.00
<b>Other Permits</b>			
Moving Permits (Structures Other Than Manufactured Homes)		\$100.00	\$100.00
<b>Penalties</b>			
<i>(Where work for which a permit is required by this Ordinance is started prior to obtaining said permit, the applicable fee shall be doubled.)</i>			
Re-Inspection Fee - Shall be charged if an inspection is scheduled and the work is not ready when the inspector arrives.		\$75.00	\$75.00
Stop Work Order Fee - Shall be charged if the inspector issues a stop work order.		\$50.00	\$50.00
Commercial Plan Review Fee		1/2 of building permit fee	1/2 of building permit fee
Pre-Bound Document - Less Than 50 Pages		\$5.00	\$5.00
Pre-Bound Document - Greater Than 50 Pages	Per Page	\$5.00 + \$0.25 per page	\$5.00 + \$0.25 per page
Documents on CD		\$1.00	\$1.00
Maps - 8.5 X 11	Each	\$3.00	\$3.00
Maps - 18 X 24	Each	\$6.00	\$6.00
Maps - 24 X 36	Each	\$8.00	\$8.00
Maps - 36 X 48	Each	\$10.00	\$10.00
Custom Mapping - Planning and Zoning Projects Only	Per Hour	\$35.00	\$35.00

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Clerk of Court</b>			
Certified Copies		\$5.25 + \$0.50 per page	\$5.25 + \$0.50 per page
Printouts for Family Court		.50 per page	.50 per page
Certified Printouts		\$5.25	\$5.25
Exemplified copies of orders	Per Document	\$10.00	\$10.00
Family Court Divorce Packets	Per Packet	\$28.00	\$28.00
All other fees are state mandated			
<b>County Council</b>			
Audio CD	Per Event	\$5.00	\$5.00
<b>Delinquent Tax Collector</b>			
Administrative Fee		\$10.00	\$10.00
<b>Library</b>			
<b>Overdue Fines</b>			
Books, Magazines, or Music CD's - Up to a Maximum of \$2.00 Per Book, Magazine, or Music CD	Per Day	\$0.10	\$0.10
Videos and DVD's - Up to a Maximum of \$5.00 Per Item	Per Day	\$0.50	\$0.50
Items Borrowed Through Inter-Library Loan	Per Day, Per Item	\$0.50	\$0.50
<b>Miscellaneous</b>			
Lost Materials - Books, CD's, Videos, etc.		original price of item	original price of item
South Carolina Room Research (By Mail or E-Mail)		\$5.00 + price of photocopies	\$5.00 + price of photocopies
Lost Library Cards		\$2.00	\$2.00
Black and White Prints		\$0.15	\$0.15
Color Prints		\$0.50	\$0.50
Out of County Card	Annually *	\$20.00	\$20.00
* Not charged to patrons from Anderson and Pickens Counties who are in good Standing.			
<b>Parks, Recreation and Tourism</b>			
<b>Admission Fees (All Parks)</b>			
Daily Parking	Per Vehicle	\$3.00	\$3.00
Daily Parking	Per Boat and Trailer	\$5.00	\$5.00
Annual Pass-Calendar Year (Commercial Use)	Per Boat and/or Trailer	\$100.00	\$100.00
Annual Pass - Calendar Year (Oconee County Residents)		\$25.00	\$25.00
Annual Pass - Calendar Year - Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		FREE	FREE
Annual Pass - Calendar Year - Out of County, South Carolina Residents		\$50.00	\$50.00
Annual Pass - Calendar Year - Out of County, South Carolina Residents Discounted for Senior Citizen (62+ Years Old), Legally Disabled, and Veterans		\$40.00	\$40.00
<b>Camping (All Parks)</b>			
Oconee County Resident	Per Night	\$20.00	\$20.00
Non-Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Oconee County Resident	Per Night	\$25.00	\$25.00
Waterfront Site - Non-Resident	Per Night	\$30.00	\$30.00
All campers must have current license plates. No site may be occupied for more than thirty (30) days.			
<b>Building Reservations (All Parks)</b>			
Moving to full day rentals only, except Chau Ram			
<b>Picnic Shelters</b>			
<b>Chau Ram Park</b>			
Shelter #1 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #2 - Maximum Number of 36 People	1/2 Day	\$30.00	\$30.00
Shelter #3 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #1 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Gazebo #2 - Maximum Number of 12 People	1/2 Day	\$20.00	\$20.00
Recreation Building - 1 to 50 People	1/2 Day	\$50.00	\$50.00
Recreation Building - 51 to 100 People	1/2 Day	\$100.00	\$100.00
Recreation Building - 101 to 150 People	1/2 Day	\$150.00	\$150.00
Recreation Building - 151 to 200 People	1/2 Day	\$175.00	\$175.00

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Parks, Recreation and Tourism - Continued</b>			
<b>South Cove Park</b>			
Pavilion	Full Day Only	\$75.00	\$75.00
Recreation Building - 1 to 100 People	Full Day Only	\$150.00	\$150.00
Recreation Building - 101 to 200 People	Full Day Only	\$250.00	\$250.00
Recreation Building - 201 to 300 People	Full Day Only	Must Call to set up	Must Call to set up
Recreation Building - 301 or More People	Full Day Only	Must Call to set up	Must Call to set up
<b>High Falls Park</b>			
Patio Deck-Max Number of 100 People	Full Day Only	\$75.00	\$75.00
Point Shelter Max Number of 70 People	Full Day Only	\$75.00	\$75.00
Weddings and Rehearsals			
Weddings	1/2 Day	\$250.00	\$250.00
Weddings	Full Day	\$500.00	\$500.00
<b>Rehearsal Dinners and Receptions (For Off-Site Weddings)</b>			
Less Than 100 People	1/2 Day	\$100.00	\$100.00
Less Than 100 People	Full Day	\$200.00	\$200.00
101 to 150 People	1/2 Day	\$150.00	\$150.00
101 to 150 People	Full Day	\$300.00	\$300.00
151 to 200 People	1/2 Day	\$175.00	\$175.00
151 to 200 People	Full Day	\$350.00	\$350.00
<b>Miscellaneous</b>			
Tennis	Per Hour to Reserve	\$5.00	\$5.00
Miniature Golf	Per Game	\$3.00	\$3.00
Softball Field	Per Hour to Reserve	\$5.00	\$5.00
Volleyball	Per Hour to Reserve	\$5.00	\$5.00
<b>Non-Camper Dump Fee To Use Dump Station</b>	Per Use	\$5.00	\$5.00
<b>Planning</b>			
<b>Sign Fees</b>			
Less Than 33 Square Feet		No Fee	No Fee
On Premise signs		\$150.00	\$150.00
Billboard - off premise sign		\$250.00	\$250.00
Billboard I-85		\$500.00	\$500.00
Basic Plat Review - per parcel		\$25.00	\$25.00
Subdivisions with creation of new parcels for recording			
2-10 New Parcels	Per Parcel	\$25.00	\$25.00
11+ New Parcels		\$250 + \$15 Per Parcel	\$250 + \$15 Per Parcel
Subdivisions NOT involving creation of new parcels for recording			
2-10 Dwelling Units	Per Unit	\$50.00	\$50.00
11+ Dwelling Units		\$1,000 + \$50 Per Unit	\$1,000 + \$50 Per Unit
Communication Towers - New Build		\$6,000.00	\$6,000.00
Communication Towers - Collocate		\$3,000.00	\$3,000.00
Communication Tower Fee -	Annual Fee	\$1,000.00	\$1,000.00
Wi-Fi Tower -		\$500.00	\$500.00
Group Homes		\$750.00	\$750.00
Sexually Oriented Business	Annual Fee	\$2,500.00	\$2,500.00
Sexually Oriented Business Employee	Per Employee	\$50.00	\$50.00
Tattoo Facilities		\$1,000.00	\$1,000.00
Non-CFD Rezoning Application Fee	Per Parcel	\$50.00	\$50.00
Appeals, Variances, and Special Exception Application Fee		\$250.00	\$300.00
Zoning Permit Fee		\$25.00	\$25.00
Vegetation Removal Fee Application		\$100.00	\$100.00
Development within the Vegetation	Per Project	\$100.00	\$100.00
RV Park Plan Review			
2-10 New Units	Per Units	\$15.00	\$15.00
11+ New Units	Per Units	\$100 + \$15 Per Unit	\$100 + \$15 Per Unit
<b>Zoning Verification Letter(s)</b>	<b>Per Parcel</b>		<b>\$25.00</b>
<b>*3rd Party Review</b>	<b>Per Request</b>		<b>\$1,500.00</b>
<b>Additional 3rd Party Review</b>	<b>Per Request</b>		<b>\$500.00</b>
*Subject to Final Negotiation			



**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Probate</b>			
<b>Estate and Conservatorship Fees</b>			
<i>In estate and conservatorship proceedings, the fee shall be based upon the gross value of the decedent's probate estate or the protected</i>			
(1) Property Valuation Less Than \$5,000		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$20,000		\$45.00	\$45.00
(3) Property Valuation of \$20,000.00 But Less Than \$60,000		\$67.50	\$67.50
(4) Property Valuation of \$60,000.00 But Less Than \$100,000		\$95.00	\$95.00
(5) Property Valuation of \$100,000.00 But Less Than \$600,000		\$95.00 + .15 of one percent of the property valuation between \$100,000 and \$600,000	\$95.00 + .15 of one percent of the property valuation between \$100,000 and \$600,000
(6) Property Valuation of \$600,000.00 or Higher Amount		Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000	Set forth in item (5) above + 0.25 of one percent of the property valuation above \$600,000
Filing Affidavit for Collection of Personal Property Under Section 62-3-1201, the Fee Pursuant to Items (1) Through (6) Above Based Upon Property Valuation Shown		See items (1) through (6) above	See items (1) through (6) above
Filing Initial Petition In Any Action or Proceeding Other Than Items (1) Through (6) Above, Same Fee as Charged for Filing Civil Actions In Circuit Court		\$150.00	\$150.00
<b>Small Estate Proceeding</b>			
<i>No Real Estate total value under \$25,000</i>			
(1) Property Valuation Less Than \$99.99		\$12.50	\$12.50
(2) Property Valuation of \$100.00 But Less Than \$4,999.99		\$25.00	\$25.00
(2) Property Valuation of \$5,000.00 But Less Than \$19,999.99		\$45.00	\$45.00
(2) Property Valuation of 20,000.00 But Less Than \$25,000.00		\$67.50	\$67.50
Filing Summons and Petition for Formal Proceeding		\$12.50	\$12.50
Issuing Certified Copy		\$5.00 + \$0.25 per page copy fee	<b>\$5.25 + \$0.50 per page copy fee</b>
Issuing Exemplified/Authenticated Copy		20.00 + 0.25 per page copy fee	\$20.00
Filing Demands for Notice		\$5.00	\$5.00
Filing Conservatorship Accountings		\$10.00	\$10.00
Filing Conservatorship Orders		\$5.00	\$5.00
<b>Filing Conservatorship Motions</b>			<b>\$10.00</b>
Recording Authenticated or Certified Record		\$20.00	\$20.00
Reopening Closed Estates		\$22.50	\$22.50
Appointment of Special, Temporary or Successor Personal Representative		\$22.50	\$22.50
<b>Affidavit for Access to Safe Deposit Box</b>			<b>\$22.50</b>
<b>Affidavit to Obtain Bank Balance</b>			<b>\$22.50</b>
Filing and Indexing Will Under Section 62-2-901		\$10.00	\$10.00
Certifying Appeal Record		\$10.00	\$10.00
<b>Orders Issued without a Hearing</b>			<b>\$15.00</b>
<b>Copies per page</b>			<b>\$0.50</b>
<b>Will Probated Only-300 Petition</b>			<b>\$25.00</b>
<b>Certificate of Appointment for Personl Representative (additional charge for copies given after initial 5 at time of appointment)</b>			<b>\$5.00</b>
<b>Special Certificate</b>			<b>\$10.00</b>

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Probate - Continued</b>			
<b>Marriage Fees</b>			
<b>Included with Marriage License</b> - Domestic Violence Fund Fee/Each Marriage Application (State)		\$20.00	-
Marriage Ceremony Fee - Oconee County Resident		\$25.00	\$30.00
Marriage Ceremony Fee - Out of County Resident ( <b>SC Resident</b> )		\$25.00	\$50.00
<b>Marriage Ceremony Fee (out of State Resident)</b>			\$75.00
Marriage License Fee - (Total Cost) - Oconee County Resident		\$45.00	\$50.00
Marriage License Fee - (Total Cost) - Out of County Resident ( <b>SC Resident</b> )		\$75.00	\$75.00
<b>Marriage License Fee (Out of State Resident)</b>			\$100.00
Certified Copy of Marriage License		\$5.00	5.25 + .50 per page
Filing Marriage License Affidavit		\$1.00	\$1.00
Reforming or Correcting Marriage Record		\$6.75	\$6.75
Issuing Duplicate Marriage License		\$6.75	\$10.00
<b>Ceremonial Keepsake Marriage License folder (optional)</b>			\$2.00
<b>Research fee for marriage license-includes one certified copy</b>			\$5.75
<b>Newspaper Advertisement Fees</b>			
Notice to Creditor - Daily Journal		\$417.00	\$417.00
<b>Register of Deeds</b>			
Deeds		\$15.00	\$15.00
Mortgages		\$25.00	\$25.00
Deed Stamps		\$3.70 per \$1,000 rounded up to next \$500	\$3.70 per \$1,000 rounded up to next \$500
Instrument Which Assigns, Transfers, or Releases Real Estate Mortgage		\$10.00	\$10.00
Affidavit of Missing Assignment		\$10.00	\$10.00
Lease, Contract of Sale, or Trust Indenture		\$25.00	\$25.00
Satisfaction of Real Estate Mortgage		\$10.00	\$10.00
Plat - Any Size		\$25.00	\$25.00
Plat Larger Than 8.5 X 14		N/A	N/A
Plat of "Legal Size" Dimensions or Smaller		N/A	N/A
Plats Larger Than 17 X 24		N/A	N/A
Any Other Paper Affecting Title or Possession of Real Estate or Personal Property and Required by Law To Be Recorded, Except Judicial Records - Categorized by State Recording Fees		\$10.00/\$15.00/\$25.00	\$10.00/\$15.00/\$25.00
Power of Attorney, Trustee Qualification, or Other Appointment		\$25.00	\$25.00
Mechanics Liens		\$25.00	\$25.00
Cancellation of Mechanics Lien		\$10.00	\$10.00
Uniform Commercial Code (UCC) Financing Statement Filing - UCC1 or UCC3		\$25.00	\$25.00
Public Finance Transaction and Manufactured Home Transactions		\$25.00	\$25.00
Collection and Electronic Distribution of Documents- \$5.00 Additional to Certify		\$5.00 for 4 pages then \$ .25 per additional page	\$5.00 for 4 pages then \$ .25 per additional page
Copies - 8.5 X 11	Per Page	\$0.50	\$0.50
Copies - 8.5 X 14	Per Page	\$0.50	\$0.50
Copies - 11 X 17	Per Page	\$0.50	\$0.50
<b>All Register of Deeds fee increases have been in effect since August 2020 per South Carolina mandates</b>			

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Roads and Bridges</b>			
Sign Fee - Municipalities		\$25.00 + materials cost	\$25.00 + materials cost
Sign Fee - Other		2.5 times the materials cost	2.5 times the materials cost
Encroachment Fee - Residential/Commercial		\$60.00	\$60.00
Encroachment Fee - Pavement Cut Fee (Contractor Only)		\$250.00 + \$10.00 per sq. ft.	\$250.00 + \$10.00 per sq. ft.
Encroachment Fee - Permit Extension		\$10.00	\$10.00
Encroachment Fee - Re-Inspection		\$60.00	\$60.00
Encroachment Fee - Longitudinal Work in ROW		\$60.00 + \$0.10 per linear ft.	\$60.00 + \$0.10 per linear ft.
Encroachment Fee - Annual Blanket Permit		\$1,000.00	\$1,000.00
Road Inspection Fee		\$1.50 per foot minimum \$600	\$1.50 per foot minimum \$600
Storm Water Fees		2.5 times the materials cost	2.5 times the materials cost
<b>Rock Quarry</b>			
<b>Rock Sales</b>			
# 1 Crusher Run 1 1/2"		\$12.50	<b>\$14.50</b>
# 2 Crusher Run (Sap Rock)		\$9.60	<b>\$9.60</b>
# 3 Surge 2" x 3"		\$14.10	<b>\$15.50</b>
# 4 Screenings		\$6.60	<b>\$6.00</b>
# 5 5/7: 1"		\$14.75	<b>\$16.75</b>
# 6 789: 3/8" x 1/2"		\$13.85	<b>\$15.85</b>
# 7 Class A Rip Rap 4" x 8"		\$16.25	<b>\$18.25</b>
# 8 Class B Rip Rap 9" x 15"		\$16.45	<b>\$18.45</b>
# 9 Asphalt Sand		\$11.60	<b>\$11.60</b>
#13 Class E Rip Rap (Boulders Larger than 27")		\$22.75	<b>\$30.00</b>
#14 Flat Boulders		\$25.25	<b>\$35.00</b>
#15 Class C Rip Rap 15" x 21"		\$16.60	<b>\$20.00</b>
#16 Class D Rip Rap 21 1/2" x 27"		\$16.85	<b>\$20.00</b>
#17 Dirt Sales per Ton		\$5.00	\$5.00
Credit			
Credit Application Fee		\$60.00	<b>\$100.00</b>
<i>* Quarry Manager may substitute one product, close in scale, for another due to availabilities.</i>			
<b>Sheriff</b>			
<b>Civil Fees</b>			
Mechanics Liens	Each	\$10.00	\$10.00
Subpoenas	Each	\$10.00	\$10.00
Foreclosures	Each	\$25.00	\$25.00
Judgments	Each	\$25.00	\$25.00
Writs	Each	\$25.00	\$25.00
Trespass Notice	Each	\$15.00	\$15.00
Other	Each	\$15.00	\$15.00
<b>Miscellaneous</b>			
Incident Reports	Each	\$2.00	\$2.00
Record Check	Each	\$5.00	\$5.00
Executions	Each	\$25.00	\$25.00
<b>Solid Waste</b>			
MSW Transfer Station Tipping Fee- Residential	Per Ton	\$60.00	<b>\$65.00</b>
MSW Transfer Station Tipping Fee - Commercial	Per Ton	\$60.00	<b>\$65.00</b>
C and D Landfill Tipping Fee (Rate was last set in 2008.)	Per Ton	\$35.00	\$35.00
Railroad Ties and Telephone Poles	Per Ton	\$80.00	\$80.00
Passenger and Truck Tires (set by SC DHEC)	Per Ton	\$150.00	\$150.00
Off-Road, Large Tractor, or Oversized Tires	Per Ton	\$175.00	<b>\$260.00</b>
Asbestos	Per Ton	\$85.00	\$85.00
<b>Solid Waste License's</b>			
Commercial/Industrial	Per Entity	\$100.00	<b>\$200.00</b>
Residential	Per Entity	\$40.00	<b>\$150.00</b>
Combined	Per Entity	\$125.00	<b>\$250.00</b>
<b>Miscellaneous</b>			
Truck Decal	Each	\$5.00	\$5.00

**Oconee County, South Carolina  
Fees Schedule  
2022-2023 Budget**

Description	Rate	FY 2023 Fees	FY 2024 Fees
<b>Solid Waste - Continued</b>			
<b>Credit</b>			
Credit Application Fee		\$60.00	\$100.00
Billing Late Fee after 15 day grace period		3%	10%
<b>Recycling Container Fees</b>			
8 Yard Container (for cardboard/paper recycling)			
- 4 Pickups per month		\$80.00	\$100.00
- each additional pick up		\$25.00	\$25.00
<b>40 Yard Container (for Metal)</b>			
- Monthly container Fee		\$25.00	\$50.00
- No charge when there is a scheduled pick up		-	-
Landfill/Transfer Station Reloading Fee of Unacceptable/Unapproved Waste	Per Load	\$150.00	\$150.00
Clean Concrete for recycling not greater than 3' X 3' (Not mixed with rock, dirt or other waste with rebar less than 1/2")		\$10.00	\$10.00
Clean Asphalt for recycling (not mixed with dirt)		\$10.00	\$10.00
Clean Fill Dirt		No Charge	No Charge
<b>Solicitor</b>			
Worthless Check Fee		\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01	\$50 for checks <\$500; \$100 dollars for checks \$500.01 to \$1000; and \$150 for checks >\$1000.01
<b>Treasurer</b>			
Decal Fee	Each	\$1.00	\$1.00
Bad Check Fee	Each	\$30.00	\$30.00
Replacement Check Fee	Each	\$30.00	\$30.00

One Time Capital Request Per Department  
FY 2023-2024

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended	Description
<b>Airport</b>							
10 720 50884 00000	Capital Paving	-		109,176	200,000		GRANT MATCH-TAXIWAY PVMT REHAB-cut \$15,000
10 720 50860 00000	Capital Land					17,250	GRANT MATCH-AIP 24 HAMILTON PROP ACQUISITION
							APRON REHAB AND EXPANSION \$340,000
							RUNWAY 7/25 AND TAXIWAY "A" LIGHTING ETC. 168,000
	<b>Total Airport</b>	<b>-</b>	<b>-</b>	<b>109,176</b>	<b>200,000</b>	<b>17,250</b>	<b>-</b>
<b>Communications</b>							
10 104 50840 00000	Equipment, Capital Expenditures	18,719	-		-	85,000	New Radio site-Badcreek Tower
10 104 50840 00000	Equipment, Capital Expenditures					65,000	New Radio site-Salem Water Tower
10 104 50845 00000	Capital IT Equipment/Software					15,000	HCTC Backup 911 Final
	<b>Total Communications</b>	<b>18,719</b>	<b>-</b>	<b>-</b>	<b>35,000</b>	<b>165,000</b>	<b>-</b>
<b>Detention Center</b>							
10 106 50840 00000	Equipment, Capital Expenditures	-	96		-		Body Scanner-Opioid Funds \$100,000
10 106 50840 00000	Equipment, Capital Expenditures					150,000	New Camera System \$500,000 State Funded
10 106 33022 00000	Maintenance Buildings/Grounds				145,000	20,000	BAR SCREEN FOR SEWER FOR SHERIFF'S OFFICE SUBSTATIONS additional funds for building and maintenance
	<b>Total Detention Center</b>	<b>-</b>	<b>96</b>	<b>-</b>	<b>145,000</b>	<b>170,000</b>	<b>-</b>
<b>Facilities Maintenance</b>							
10 714 33022 00000	Maintenance Buildings/Grounds					20,000	Carpet for Public Defender
10 714 33022 00000	Maintenance Buildings/Grounds						Paved Parking for DSS/Fac. Maint Lot -cut 50,000
	<b>Total Facilities Maintenance</b>	<b>-</b>	<b>19,235</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>-</b>
<b>Finance</b>							
10 708 50845 00000	Capital IT Equipment/Software						ClearGov one time fee cut \$11,700
	<b>Total Finance</b>						<b>-</b>
<b>Solid Waste</b>							
10 718 50840 00000	Capital Expenditure Equipment						Mulching head for Excavator-cut \$60,000
10 718 50840 00000	Capital Expenditure Equipment						Stump Shear for Excavator -cut \$75,000
10 718 50840 00000	Capital Expenditure Equipment						Fencing and Gates Strawberry Farm Rd/Crooks Farm Rd. cut \$115000
10 718 50840 00000	Capital Expenditure Equipment					48,000	6 recycling 30 yard containers
10 718 50840 00000	Capital Expenditure Equipment					127,000	6-8 Replacement compactors/containers
10 718 50850 00000	Buildings					25,000	storage garage for supplies
10 718 50850 00000	Capital Expenditure Buildings						additional funding for Scalehouse/Scales-Tribal Land Grant
	<b>Total Solid Waste</b>	<b>-</b>	<b>186,946</b>	<b>553,411</b>	<b>550,000</b>	<b>200,000</b>	<b>-</b>
<b>Vehicle Maintenance</b>							
10 721 50840 00000	Equipment Capital	6,477	-		-	20,000	Tire Mounting machine and balancer
	<b>Total Vehicle Maintenance</b>	<b>6,477</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>-</b>
	<b>Total by Years</b>	<b>1,015,169</b>	<b>2,455,920</b>	<b>1,502,591</b>	<b>1,920,000</b>	<b>592,250</b>	<b>-</b>

**BOND ITEMS**

<b>Emergency Services</b>	
Fire Station Wells Hwy & Solid Waste	\$1,250,000.00
<b>Total Emergency Services</b>	<b>\$1,250,000.00</b>
<b>Detention Center</b>	
Roof	\$1,250,000.00
<b>Total Detention Center</b>	<b>\$1,250,000.00</b>
<b>Solid Waste</b>	
Tana H555 Landfill Compactor	\$1,310,000.00
CAT 973 Track Loader	\$ 685,000.00
Wood Grinder	\$1,200,000.00
Transfer Station Wheel Loader	\$ 380,000.00
Roll-Off Truck	\$ 750,000.00
110 Horse Mowing Tractor	\$ 120,000.00
<b>Total Solid Waste</b>	<b>\$4,445,000.00</b>
<b>TOTAL BOND ITEMS</b>	<b>\$6,945,000.00</b>

1,000,000 Grant to the City of Westminster (not included in budget)

Oconee County, South Carolina  
 Department New Position Requests  
 2023-2024 Budget

Slot #	Job Title	Grade	Salary	W/C Rate	Retire Rate	Total Fringe	Total Fringe and Salary
<b>Probate</b>							
	Senior Probate Court Clerk	113					
	Case Worker	113					
<b>Coroner</b>							
	PT Deputy Coroner	117	30,000			9,000	39,000
<b>Registration and Elections</b>							
	Voter Registration Specialist						
<b>Treasurer</b>							
	Senior Tax Record Speacialist	113					
<b>Library</b>							
	Community Resource Associate	117					
<b>Finance</b>							
	Conversion of - Accounting Technician Part Time to Full Time	113					
<b>Fire/Emergency Services</b>							
	Radio/Maintenance/Vehicle Safety Officer	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Captain	117	42,374			25,637	68,011
	Fire Engineer	115	37,432			23,789	61,221
	Fire Engineer	115	37,432			23,789	61,221
	Fire Engineer	115	37,432			23,789	61,221
	Fire Fighter II	114	35,181			22,947	58,128
	Fire Fighter II	114	35,181			22,947	58,128
	Fire Fighter II	114	35,181			22,947	58,128
<b>Soil and Water</b>							
	Office clerk	112					
	PT Agriculture Outreach						
<b>PRT-South Cove</b>							
	Conversion of Superintendent	116	39,826			21,458	61,284
<b>Magistrate</b>							
	Magistrate Court Clerk	112	31,076			17,070	48,146
<b>Vehicle Maintenance</b>							
	Inspector/Auto Diesel Mechanic	115					
	Auto Diesel Mechanic	115					
	<b>Total of all requested New or Upgraded Positions</b>		<b>488,237</b>			<b>290,284</b>	<b>778,521</b>

<b>PRT Administration</b>							
	Arts & Historical Specialists	113	33,065			18,227	51,292
<b>Funding to come from the Local Accommodations Tax Fund (235)</b>							<b>51,292</b>

<b>Employee Count By Department</b>				
<b>General Fund (010)</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
Administrator (717)	3	3	3	3
Airport (720)	7	7	7	7
Animal Control (110)	6	6	6	6
Assessor (301)	16	16	16	16
Auditor (302)	7	8	8	8
Board of Assessment Appeals (303)	-	-	-	-
Building Codes (702)	7	7	7	7
Chau Ram Park (205)	4	4	4	5
Clerk of Court (501)	10	10	10	12
Communications (104)	21	22	24	25
Coroner (103)	2	2	3	3
County Attorney (741)	2	2	2	2
County Council (704)	1	1	1	1
Delinquent Tax Collector (305)	3	3	3	3
Department of Social Services (402)	-	-	-	-
Detention Center (106)	47	48	49	51
Economic Development (707)	5	5	4	3
Facilities Maintenance (714)	15	15	15	15
Finance Office (708)	6	6	6	6
*Fire and Emergency Management (107)	36	36	39	
Fire				23
Emergency Management and Community Outreach				16
Health and Human Services Direct Aid (705)	-	-	-	-
Health Department (403)	-	-	-	-
High Falls Park (203)	5	5	5	5
Human Resources (710)	3	3	3	3
Information Technology (711)	5	5	6	6
Legislative Delegation (706)	1	1	1	1
Library (206)	19	19	19	19
Magistrate (509)	9	9	9	9
Non-Departmental (709)	-	-	-	-
Parks, Recreation and Tourism (202)	5	5	5	5
Planning	4	4	4	5
Probate Court (502)	5	5	5	5
Procurement (713)	2	2	2	3
Public Defender (510)	-	-	-	-
Register of Deeds (735)	4	4	4	4
Roads and Bridges (601)	36	36	37	37
Sheriff (101)	112	114	119	126
Soil and Water Conservation District (716)	1	1	1	1
Solicitor (504)	12	12	12	12
Solid Waste (718)	35	36	36	36
South Cove Park (204)	5	5	6	6
Treasurer (306)	7	7	7	7
Vehicle Maintenance (721)	14	14	14	14
Veterans' Affairs (404)	3	3	3	3
Voter Registration and Elections (715)	2	2	2	2
Life After Lockup - Airport	1	1	1	0
Life After Lockup - Assessor	1	1	1	1
Life After Lockup - Detention Center	1	1	1	1
<b>Total General Fund Employee Count</b>	<b>490</b>	<b>496</b>	<b>510</b>	<b>523</b>
<b>*At the request of volunteer stations, OCES covers 14 Fire Districts and 9 Rescue Squads</b>				

<b>Employee Count By Department</b>				
<b>Other Funds</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
Sheriff - Child Elder - Grant Fund 013	-	-	-	-
Sheriff - JAG Officer - Grant Fund 013	-	-	-	-
Sheriff - Traffic Grant Fund 13	1	1	1	1
Sheriff - Victims Services Fund 210	2	2	2	2
Solicitor - Victims Services Fund 215	1	1	1	1
Clerk of Court - Federal DSS Child Support Fund 265	2	2	2	2
Library Grant	-	-	-	1
PRT - LAT Fund 235	-	-	-	2
Rock Quarry Fund 017	18	19	20	20
Life After Lockup - Rock Quarry	1	1	1	1
<b>Total Other Funds Employee Count</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>30</b>
<b>Total Full Time Employees (All Funds)</b>	<b>515</b>	<b>522</b>	<b>537</b>	<b>553</b>
<b>Part Time Positions Through Payroll</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY 2022</b>	<b>FY 2023</b>
Sheriff (101)	9	9	9	9
Communications (104)	1	1	1	1
Fire/Emergency Services (107)	7	7	7	7
Library (206)	2	2	2	2
Auditor (302)	-	-	-	-
Board of Assessment Appeals (303)	1	1	1	1
Clerk of Court (501)	1	1	1	1
Finance (708)	0	1	1	1
Magistrate (509)	2	2	2	2
Solid Waste (718)	-	-	-	-
Airport (720)	-	-	-	1
	<b>23</b>	<b>24</b>	<b>24</b>	<b>25</b>



**Oconee County, South Carolina  
Administrator (717)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	717	10110	00000	Salary and Wages	208,415	216,403	206,530	232,128	281,984
010	717	10710	00000	Overtime	48	-	14	-	1,000
010	717	20013	00000	Social Security	15,681	16,218	15,606	17,834	22,943
010	717	20014	00000	Retirement	29,757	36,851	34,340	40,937	47,960
010	717	20015	00000	Workers Compensation	4,273	4,770	5,048	4,677	11,031
010	717	20016	00000	Health Insurance	32,191	18,278	27,417	27,417	36,556
010	717	20027	00000	Dental Insurance	191	1,100	1,650	1,650	2,200
010	717	20028	00000	Vision Insurance	15	200	300	300	400
<b>Salary and Wage Totals</b>					<b>290,571</b>	<b>293,820</b>	<b>290,905</b>	<b>324,943</b>	<b>404,074</b>
Step & Scale Increase 1 of 2 years					-	-	-	-	2,052,864
New Positions					-	-	-	-	778,521
Salary Savings (1.3%)					-	-	-	-	(356,765)
Gasoline/Diesel Contingency					-	-	-	64,788	78,000
010	717	60767	00000	Contingency	-	-	-	235,431	251,000
					-	-	-	<b>300,219</b>	<b>2,803,620</b>
010	717	30018	00000	Travel	-	-	-	-	-
010	717	30025	00000	Professional	102,387	37,862	121,085	100,000	100,000
010	717	30025	00036	Greenway Feasibility Study	-	-	-	-	-
010	717	30059	00000	Copier Click Charges	1,262	883	978	2,500	2,500
010	717	30068	00000	Advertising	-	-	-	-	-
010	717	30080	00000	Dues: Organizations	3,100	2,500	4,500	6,000	6,000
010	717	30084	00000	Staff Development	6,748	80	4,500	2,500	5,000
010	717	40027	00000	Safety Equipment	-	-	-	-	6,000
010	717	40031	00000	Small Equipment	1,956	-	13,512	3,000	3,000
010	717	40032	00000	Operational	4,507	27,555	6,389	5,000	6,000
010	717	40034	00000	Food	2,333	3,160	3,065	3,500	3,500
010	717	40045	00000	IT Replacement Eq/Software	4,270	429	-	-	-
010	717	40102	00000	Periodicals	-	150	-	110	-
010	717	60735	00072	Gravel Usage	2,111	-	-	-	-
010	717	80717	00000	Vehicle Maintenance - Administrator	1,381	667	190	1,000	1,000
010	717	81717	00000	Gasoline - Administrator	1,072	1,036	1,825	2,000	2,500
<b>Expenditure Total</b>					<b>131,127</b>	<b>74,322</b>	<b>156,044</b>	<b>125,610</b>	<b>135,500</b>
<b>Department Total</b>					<b>421,698</b>	<b>368,142</b>	<b>446,949</b>	<b>450,553</b>	<b>539,574</b>
<b>Direct Revenue</b>									
<b>Departmental Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					64,470	34,613	32,676	41,047	47,724
<b>Cost in Tax Dollars</b>					357,228	333,529	414,273	409,506	491,850
<b>Estimated Millage</b>					0.65	0.59	0.71	0.68	0.79
<b>Percentage of Budget</b>					0.86%	0.67%	0.75%	0.74%	0.83%
<b>Total Full Time Employees</b>					3	3	3	3	4

**Oconee County, South Carolina  
Airport (720)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	720	10110	00000	Salary and Wages	280,867	333,967	287,498	396,275	414,986
010	720	10710	00000	Overtime	11,111	15,183	22,691	10,000	5,500
010	720	20013	00000	Social Security	21,333	26,041	23,272	31,463	32,167
010	720	20014	00000	Retirement	42,497	52,384	48,013	71,520	73,837
010	720	20015	00000	Workers Compensation	9,742	13,309	14,035	13,750	12,607
010	720	20016	00000	Health Insurance	53,645	54,834	63,973	82,251	73,112
010	720	20027	00000	Dental Insurance	823	3,300	3,850	4,950	4,400
010	720	20028	00000	Vision Insurance	19	600	700	900	800
<b>Salary and Wage Totals</b>					<b>420,037</b>	<b>499,618</b>	<b>464,032</b>	<b>611,109</b>	<b>617,409</b>
010	720	30018	00000	Travel	-	-	493	-	-
010	720	30024	00000	Equipment Maintenance	4,764	5,082	5,385	6,000	6,000
010	720	30025	00000	Professional	80,403	64,074	74,808	77,000	80,000
010	720	30037	00000	Equipment Rental	7,730	17,470	(10,609)	25,000	25,000
010	720	30041	00000	Telecommunications	-	-	-	-	-
010	720	30041	00000	Airport Shuttle Service - Sr. Solutions	1,485	-	-	-	-
010	720	30056	00000	Data Processing	-	-	1,860	3,500	3,500
010	720	30059	00000	Copier Click Charges	541	555	912	750	750
010	720	30080	00000	Dues: Organizations	285	250	250	450	450
010	720	30084	00000	School/Seminar/Training/MTG	688	100	75	1,500	2,000
010	720	30090	00000	Commission Honoraria	700	600	700	700	700
010	720	33022	00000	Building/Grounds Maintenance	23,021	37,903	39,768	25,000	35,000
010	720	33022	97122	Maint Bldgs/Grounds SCAC Grant Match	-	6,300	-	-	-
010	720	34043	00000	Electricity	22,702	21,727	24,732	23,000	23,000
010	720	34044	00000	Water/Sewer/Garbage	1,517	1,689	1,714	1,000	1,000
010	720	40027	00000	Safety Equipment	1,647	1,121	1,706	2,000	2,500
010	720	40031	00000	Small Equipment	5,840	3,401	4,219	4,500	5,500
010	720	40032	00000	Operational	7,224	6,938	8,338	8,000	9,000
010	720	40033	00000	Postage	202	90	150	250	250
010	720	40034	00000	Food	965	788	1,193	1,000	2,000
010	720	40045	00000	IT Replacement Eq/Software	-	-	2,204	-	-
010	720	40065	00000	Uniforms/Clothing	869	1,315	2,066	2,000	2,000
010	720	40932	00000	Airport Resale Items	1,260	1,561	1,313	2,000	2,000
010	720	40980	00000	Aviation Gas	160,950	179,257	256,285	180,000	180,000
010	720	40990	00000	Jet Fuel	399,063	442,361	1,176,665	975,000	975,000
010	720	60990	00000	Credit Cards Processing Fees	26,072	30,584	48,873	30,000	30,000
010	720	80720	00000	Vehicle Maintenance	12,290	12,474	15,173	10,000	10,000
010	720	09999	00000	Grant Match	-	-	-	384,056	-
010	720	81720	00000	Gasoline	1,470	2,664	3,388	3,000	3,000
010	720	82720	00000	Diesel	1,862	2,551	5,394	2,000	3,000
<b>Expenditure Total</b>					<b>763,550</b>	<b>840,855</b>	<b>1,667,057</b>	<b>1,767,706</b>	<b>1,401,650</b>
<b>Department Total</b>					<b>1,183,587</b>	<b>1,340,473</b>	<b>2,131,089</b>	<b>2,378,815</b>	<b>2,019,059</b>

**Airport (720)  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Direct Revenue</b>						
010 080 00805 10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	150,000
010 080 00805 10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010 080 00805 10905	Tie Down	3,750	3,535	3,915	3,500	4,000
010 080 00805 10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010 080 00805 10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010 080 00805 10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	35,000
010 080 00805 10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	10,000
010 080 00805 10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010 080 00805 10915	Airport Special Events	5,017	750	1,375	-	1,000
010 080 00805 10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010 080 00805 10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	315,000
010 080 00805 10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	1,875,000
<b>Departmental Direct Revenue</b>		1,241,035	1,491,771	2,611,110	1,710,728	2,524,926
<b>Other Revenue</b>		-	-	-	-	-
<b>Cost in Tax Dollars</b>		(57,448)	(151,298)	(480,021)	668,087	(505,867)
<b>Estimated Millage</b>		-0.11	-0.27	-0.82	1.14	-0.84
<b>Percentage of Budget</b>		2.42%	2.45%	3.57%	3.99%	3.31%
<b>Life After Lock-Up</b>		1	1	1	1	1
<b>Full Time Employees</b>		7	7	7	7	7

**Oconee County, South Carolina  
Animal Control (110)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	110	10110	00000	Salary and Wages	244,677	238,269	236,271	269,067	284,593
010	110	10710	00000	Overtime	25,325	21,827	31,133	20,000	17,500
010	110	20013	00000	Social Security	20,062	19,519	19,563	22,879	23,110
010	110	20014	00000	Retirement	42,804	43,972	47,043	56,372	57,654
010	110	20015	00000	Workers Compensation	7,658	8,893	9,265	9,600	8,775
010	110	20016	00000	Health Insurance	71,081	63,973	63,973	63,973	63,973
010	110	20027	00000	Dental	2,366	3,850	3,850	3,850	3,850
010	110	20028	00000	Vision	224	700	700	700	700
<b>Salary and Wage Totals</b>					<b>414,197</b>	<b>401,003</b>	<b>411,798</b>	<b>446,441</b>	<b>460,155</b>
010	110	30025	00000	Professional	3,150	-	-	-	
010	110	30025	00067	Professional - Spay/Neuter Program	80,720	91,350	77,400	80,000	75,000
				Professional - community Cats Program	-	-	-	-	20,000
010	110	30056	00000	Data Processing	-	-	575	1,500	1,500
010	110	30059	00000	Copier Click Charges	1,948	1,460	1,481	1,500	1,500
010	110	30062	00000	Medical	76,647	82,497	48,290	70,000	75,000
010	110	30084	00000	Staff Development	714	726	1,740	6,500	8,000
010	110	33022	00000	Building/Grounds Maintenance	10,238	5,994	10,800	15,000	13,000
010	110	34042	00000	Gas and Fuel Oil	7,167	5,788	5,598	13,500	13,500
010	110	34043	00000	Electricity	9,204	7,996	9,926	13,000	13,000
010	110	34044	00000	Water/Sewer/Garbage	4,108	3,474	3,831	6,750	6,750
010	110	40031	00000	Small Equipment	472	5,554	8,914	5,000	7,500
010	110	40032	00000	Operational	13,229	8,674	15,665	25,000	20,000
010	110	40034	00000	Food	-	-	270	-	500
010	110	40045	00000	Non-Capital IT Eq/Software	-	-	7,729	-	3,500
010	110	40065	00000	Uniforms/Clothing	1,877	6,782	5,538	7,000	7,000
010	110	40360	00000	Pet ID Microchips	-	-	3,763	-	
010	110	60735	00000	General Gravel Use	-	-	814	2,500	2,500
010	110	80110	00000	Vehicle Maintenance	5,241	11,375	5,684	5,250	15,000
010	110	81110	00000	Gasoline	11,431	11,101	18,345	15,000	15,000
<b>Expenditure Total</b>					<b>226,146</b>	<b>242,771</b>	<b>226,363</b>	<b>267,500</b>	<b>298,250</b>
<b>Department Total</b>					<b>640,343</b>	<b>643,774</b>	<b>638,161</b>	<b>713,941</b>	<b>758,405</b>
<b>Direct Revenue</b>									
010	080	00805	11100	Dog Adoption Fees	25,825	6,580	10,660	10,000	10,000
010	080	00805	11101	Cat Adoption Fees	18,670	28,345	18,940	20,000	20,000
010	080	00805	11103	Animal Boarding Fees	1,040	120	270	1,000	1,000
010	080	00805	11106	Animal Control Miscellaneous Revenue	16,316	19,115	17,533	15,000	15,000
<b>Departmental Direct Revenue</b>					<b>61,851</b>	<b>54,160</b>	<b>47,403</b>	<b>46,000</b>	<b>46,000</b>
<b>Other Revenue</b>					<b>97,896</b>	<b>60,528</b>	<b>46,655</b>	<b>66,479</b>	<b>71,735</b>
<b>Cost in Tax Dollars</b>					<b>480,596</b>	<b>529,086</b>	<b>544,103</b>	<b>601,462</b>	<b>640,670</b>
<b>Estimated Millage</b>					<b>0.88</b>	<b>0.94</b>	<b>0.93</b>	<b>1.03</b>	<b>1.06</b>
<b>Percentage of Budget</b>					<b>1.31%</b>	<b>1.17%</b>	<b>1.07%</b>	<b>1.20%</b>	<b>1.24%</b>
<b>Life After Lock-Up</b>					<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Full Time Employees</b>					<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>6</b>

**Oconee County, South Carolina  
Assessor (301)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	301	10110	00000	Salary and Wages	577,779	567,753	560,715	632,211	665,486
010	301	10710	00000	Overtime	-	20	72	500	1,500
010	301	20013	00000	Social Security	40,704	40,633	40,682	48,479	51,024
010	301	20014	00000	Retirement	84,133	87,791	92,585	111,280	117,123
010	301	20015	00000	Workers Compensation	10,884	11,349	12,146	13,363	12,514
010	301	20016	00000	Health Insurance	149,418	146,225	146,224	146,224	155,363
010	301	20027	00000	Dental	3,205	8,800	8,800	8,800	9,350
010	301	20028	00000	Vision	154	1,600	1,600	1,600	1,700
<b>Salary and Wage Totals</b>					<b>866,277</b>	<b>864,171</b>	<b>862,824</b>	<b>962,457</b>	<b>1,014,060</b>
010	301	30024	00000	Equipment Maintenance	-	-	-	750	500
010	301	30056	00000	Data Processing	53,707	56,014	78,568	66,300	66,900
010	301	30059	00000	Copies	2,999	2,530	3,718	4,500	4,000
010	301	30080	00000	Dues: Organizations	250	270	275	350	400
010	301	30084	00000	Staff Development	5,265	6,897	9,899	8,750	8,750
010	301	40027	00000	Safety Equipment	-	-	1,400		
010	301	40031	00000	Small Equipment	763	763	1,382	1,000	1,000
010	301	40032	00000	Operational	3,101	2,848	4,038	12,550	6,300
010	301	40034	00000	Food	-	-	367		-
010	301	40033	00000	Postage	-	-	-	30,000	2,000
010	301	40045	00000	IT Replacement Equip/Software	45,000	40,000	777	-	-
010	301	40065	00000	Uniforms/Clothing	1,097	-	709	1,200	1,200
010	301	40102	00000	Newspaper/Magazines	-	1,032	1,044	1,250	1,350
010	301	80301	00000	Vehicle Maintenance	1,677	1,061	837	2,500	1,500
010	301	81301	00000	Gasoline	2,344	1,754	1,643	5,000	4,500
<b>Expenditure Total</b>					<b>116,203</b>	<b>113,169</b>	<b>104,657</b>	<b>134,150</b>	<b>98,400</b>
<b>Department Total</b>					<b>982,480</b>	<b>977,340</b>	<b>967,481</b>	<b>1,096,607</b>	<b>1,112,460</b>
<b>Direct Revenue</b>									
<b>Map Copies Assessor</b>					1,041	484	1,549	500	1,500
<b>Departmental Total Direct Revenue</b>					<b>1,041</b>	<b>484</b>	<b>1,549</b>	<b>500</b>	<b>1,500</b>
<b>Other Revenue</b>					-	-	-	-	-
<b>Cost in Tax Dollars</b>					981,439	976,856	965,932	1,096,107	1,110,960
<b>Estimated Millage</b>					1.80	1.74	1.65	1.82	1.79
<b>Percentage of General Fund Budget</b>					2.01%	1.78%	1.62%	1.84%	1.82%
<b>Total Full Time Employees</b>					16	16	16	16	16

**Oconee County, South Carolina  
Auditor (302)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	302	10110	00000	Salary and Wages	272,163	301,357	342,417	365,137	380,343
010	302	10710	00000	Overtime	352	-	-	-	-
010	302	20013	00000	Social Security	18,919	20,977	24,193	27,933	29,096
010	302	20014	00000	Retirement	39,743	46,366	56,093	58,040	66,788
010	302	20015	00000	Workers Compensation	1,136	1,307	3,143	2,943	3,250
010	302	20016	00000	Health Insurance	59,217	63,973	63,973	63,973	73,112
010	302	20027	00000	Dental	3,376	3,850	3,850	3,850	4,400
010	302	20028	00000	Vision	389	700	700	700	800
<b>Salary and Wage Totals</b>					<b>395,295</b>	<b>438,530</b>	<b>494,369</b>	<b>522,576</b>	<b>557,789</b>
010	302	30018	00000	Travel	474	210	209	1,000	1,500
010	302	30024	00000	Equipment Maintenance	-	-	-	500	500
010	302	30025	00000	Professional	644	1,403	-	-	-
010	302	30056	00000	Data Processing	76,591	50,973	67,388	102,000	102,000
010	302	30059	00000	Copier Click Charges	1,318	675	1,368	2,000	2,000
010	302	30080	00000	Dues: Organizations	150	150	150	400	400
010	302	30084	00000	Staff Development	2,118	-	200	5,000	6,500
010	302	40031	00000	Non-Cap Equipment	1,937	1,706	-	-	-
010	302	40032	00000	Operational	21,755	23,499	20,642	30,000	33,000
010	302	40045	00000	IT Replacement Equipment/Software	2,120	1,145	2,903	2,500	2,500
010	302	40065	00000	Uniforms/Clothing	355	699	865	1,000	1,000
010	302	60211	00000	Forfeited Land Commission (FLC) Expenditures	935	1,751	2,033	500	500
<b>Expenditure Total</b>					<b>108,397</b>	<b>82,211</b>	<b>95,758</b>	<b>144,900</b>	<b>149,900</b>
<b>Department Total</b>					<b>503,692</b>	<b>520,741</b>	<b>590,127</b>	<b>667,476</b>	<b>707,689</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>77,005</b>	<b>48,960</b>	<b>43,143</b>	<b>62,153</b>	<b>66,938</b>
<b>Cost in Tax Dollars</b>					<b>426,687</b>	<b>471,781</b>	<b>546,984</b>	<b>605,323</b>	<b>640,751</b>
<b>Estimated Millage</b>					<b>0.92</b>	<b>0.93</b>	<b>1.01</b>	<b>1.14</b>	<b>1.17</b>
<b>Percentage of General Fund Budget</b>					<b>1.03%</b>	<b>0.95%</b>	<b>0.99%</b>	<b>1.12%</b>	<b>1.16%</b>
<b>Total Full Time Employees</b>					<b>7</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>

**Oconee County, South Carolina  
Board of Assessment Appeals (303)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	303	10110	00000	<b>Salary and Wages/BoardMembers</b>	2,471	2,991	1,428	6,000	3,000
10	303	20013	00000	<b>Social Security</b>	116	140	45	266	266
10	303	20015	00000	<b>Workers Compensation</b>	6	7	3	10	10
<b>Salary and Wage Totals</b>					<b>2,593</b>	<b>3,138</b>	<b>1,476</b>	<b>6,276</b>	<b>3,276</b>
10	303	30018	00000	<b>Travel</b>	88	114	71	950	950
10	303	30068	00000	<b>Advertising</b>	-	-	-	200	-
10	303	40032	00000	<b>Operational</b>	10	-	-	100	100
<b>Expenditure Total</b>					<b>98</b>	<b>114</b>	<b>71</b>	<b>1,250</b>	<b>1,050</b>
<b>Department Total</b>					<b>2,691</b>	<b>3,252</b>	<b>1,547</b>	<b>7,526</b>	<b>4,326</b>

**Oconee County, South Carolina  
Building Codes Department (702)  
2023-2024 Budget**

Account Number				Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	702	10110	00000	Salary and Wages	329,910	331,647	382,916	369,139
10	702	10710	00000	Overtime	9,048	6,516	10,000	10,000
10	702	20013	00000	Social Security	24,971	25,107	30,078	55,713
10	702	20014	00000	Retirement	52,629	55,677	68,713	66,577
10	702	20015	00000	Workers Compensation	8,505	9,662	9,628	8,260
10	702	20016	00000	Health Insurance	73,112	63,973	73,112	63,973
10	702	20027	00000	Dental	4,400	3,850	4,400	3,850
10	702	20028	00000	Vision	800	700	800	700
<b>Salary and Wage Totals</b>					<b>503,375</b>	<b>497,132</b>	<b>579,647</b>	<b>578,212</b>
10	702	30025	00000	Professional	60,687	48,297	75,000	70,000
10	702	30056	00000	Data Processing	34,309	32,620	35,500	42,000
10	702	30059	00000	Copies	829	1,198	3,500	3,500
10	702	30068	00000	Advertising	-	-	-	-
10	702	30080	00000	Dues: Organizations	479	511	2,500	2,500
10	702	30084	00000	Staff Development	5,091	2,396	10,000	7,500
10	702	30090	00000	Commission Honoraria	-	-	-	-
10	702	40027	00000	Safety Equipment	625	700	2,500	2,500
10	702	40031	00000	Small Equipment	306	4,838	2,000	2,000
10	702	40032	00000	Operational	2,060	1,701	4,000	4,000
10	702	40034	00000	Food	-	-	-	-
10	702	40045	00000	IT Replacement	-	1,470	-	-
10	702	40065	00000	Uniforms/Clothing	1,913	2,431	3,500	3,500
10	702	50870	00000	Capital Vehicles	-	20,000	-	-
10	702	80702	00000	Vehicle Maintenance	3,733	5,889	4,500	6,500
10	702	81702	00000	Gasoline	9,880	15,622	12,000	15,000
<b>Expenditure Total</b>					<b>119,912</b>	<b>137,673</b>	<b>155,000</b>	<b>159,000</b>
<b>Department Total</b>					<b>623,287</b>	<b>634,805</b>	<b>734,647</b>	<b>737,212</b>
<b>Direct Revenue</b>								
10	80	805	13700	Building Codes	1,333,492	1,458,453	1,500,000	1,770,608
10	80	805	13701	Building Codes Mobile Home Fees	22,705	23,590	20,000	22,000
10	80	805	13705	Building Codes Plan Review Fees	162,284	92,761	175,000	175,000
10	80	805	13706	Subdivision Plan Review Fees	5,800	4,750	5,000	5,000
10	80	805	10370	Communication Tower Fees	36,000	53,000	32,000	65,000
10	80	805	60735	One Stop Recording Fees	6,915	6,425	5,000	6,500
<b>Departmental Total Direct Revenue</b>					<b>1,567,196</b>	<b>1,638,979</b>	<b>1,737,000</b>	<b>2,044,108</b>
<b>Other Revenue</b>					58,602	46,410	68,407	69,730
<b>Cost in Tax Dollars</b>					(1,002,511)	(1,050,584)	(1,070,760)	(1,376,626)
<b>Estimated Millage</b>					-1.79	-1.79	-1.83	-2.28
<b>Percentage of General Fund Budget</b>					1.14%	1.06%	1.23%	1.21%
<b>Total Full Time Employees</b>					7	7	8	7



**Oconee County, South Carolina  
Chau Ram Park (205)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	205	10110	00000	Salary and Wages	145,087	162,644	178,775	191,630	187,909
10	205	10710	00000	Overtime	4,883	13,419	9,317	7,000	10,000
10	205	20013	00000	Social Security	11,009	12,917	14,120	15,196	15,140
10	205	20014	00000	Retirement	21,661	23,913	25,719	34,879	34,753
10	205	20015	00000	Workers Compensation	6,354	8,348	10,037	8,234	8,094
10	205	20016	00000	Health Insurance	41,699	42,649	36,556	45,695	45,695
10	205	20027	00000	Dental	907	2,567	2,200	2,750	2,750
10	205	20028	00000	Vision	56	466	400	500	500
<b>Salary and Wage Totals</b>					<b>231,656</b>	<b>266,923</b>	<b>277,124</b>	<b>305,884</b>	<b>304,841</b>
10	205	30024	00000	Equipment Maintenance	622	636	1,507	1,200	1,200
10	205	30025	00000	Professional	42,919	45,586	37,810	45,585	45,585
10	205	30037	00000	Equipment (Leased or Rented)	8,357	2,592	3,973	9,700	5,700
10	205	30059	00000	Copier Clicks	-	422	738	-	-
10	205	33022	00000	Building/Grounds Maintenance	28,653	34,920	40,187	-	-
10	205	34042	00000	Gas and Fuel Oil	3,597	2,972	2,382	2,400	2,400
10	205	34043	00000	Electricity	10,096	16,767	17,183	12,000	15,000
10	205	34044	00000	Water/Sewer/Garbage	2,463	3,747	6,504	1,800	1,800
10	205	40031	00000	Small Equipment	1,572	14,824	5,538	9,500	7,000
10	205	40032	00000	Operational	5,467	9,422	7,266	5,500	8,100
10	205	40034	00000	Food	465	295	172	300	300
10	205	40045	00000	IT Replacement Equip/Software	-	1,530	-	-	-
10	205	40065	00000	Uniforms/Clothing	2,238	1,386	929	2,600	3,500
10	205	40832	00000	Concessions	221	11,920	9,804	11,000	11,000
<b>Expenditure Total</b>					<b>106,670</b>	<b>147,019</b>	<b>133,993</b>	<b>101,585</b>	<b>101,585</b>
<b>Department Total</b>					<b>338,326</b>	<b>413,942</b>	<b>411,117</b>	<b>407,469</b>	<b>406,426</b>
<b>Direct Revenue</b>									
10	80	805	00205	Chau Ram Park Revenues	32,906	79,302	85,946	85,000	100,000
<b>Departmental Total Direct Revenue</b>					<b>32,906</b>	<b>79,302</b>	<b>85,946</b>	<b>85,000</b>	<b>100,000</b>
<b>Other Revenue</b>					51,724	38,919	30,056	37,942	38,442
<b>Cost in Tax Dollars</b>					253,696	295,721	295,115	284,527	267,984
<b>Estimated Millage</b>					0.62	0.74	0.70	0.69	0.67
<b>Percentage of General Fund Budget</b>					0.69%	0.76%	0.69%	0.68%	0.67%
<b>Total Full Time Employees</b>					4	4	4	5	5

**Oconee County, South Carolina  
Clerk of Court (501)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	501	10110	00000	Salary and Wages	360,205	376,348	413,185	414,255	505,993
10	501	10710	00000	Overtime	774	1,037	2,088	500	3,000
10	501	20013	00000	Social Security	25,436	26,643	28,802	31,729	38,938
10	501	20014	00000	Retirement	52,691	56,794	66,115	72,831	89,379
10	501	20015	00000	Workers Compensation	1,154	957	2,386	1,452	1,578
10	501	20016	00000	Health Insurance	82,192	91,390	91,390	100,529	109,668
10	501	20027	00000	Dental	1,991	5,500	5,500	6,050	6,600
10	501	20028	00000	Vision	95	1,000	1,000	1,100	1,200
<b>Salary and Wage Totals</b>					<b>524,538</b>	<b>559,669</b>	<b>610,466</b>	<b>628,446</b>	<b>756,356</b>
10	501	30018	00000	Travel	165	-	172	375	375
10	501	30024	00000	Equipment Maintenance	8,329	-	-	-	-
10	501	30025	00000	Professional	-	-	-	-	3,000
10	501	30026	00000	Court Expenditures	38,266	23,234	34,151	60,000	60,000
10	501	30056	00000	Data Processing	27,282	30,377	25,000	27,000	27,000
10	501	30059	00000	Copier Click Charges	4,558	4,631	4,692	7,000	7,000
10	501	30084	00000	Staff Development	1,177	-	1,257	2,500	2,500
10	501	40031	00000	Small Equipment	560	9,749	3,944	5,000	5,000
10	501	40032	00000	Operational	6,126	5,145	4,961	7,500	7,500
10	501	40045	00000	IT Replacement Equipment/Software	835	-	10,442	-	-
10	501	60901	00155	DSS Child Support Title IV-D	6,821	12,476	10,252	14,414	14,414
10	501	95100	20220	Master in Equity	36,056	36,056	36,056	36,056	36,056
<b>Expenditure Total</b>					<b>130,175</b>	<b>121,668</b>	<b>130,927</b>	<b>159,845</b>	<b>162,845</b>
<b>Department Total</b>					<b>654,713</b>	<b>681,337</b>	<b>741,393</b>	<b>788,291</b>	<b>919,201</b>
<b>Direct Revenue</b>									
10	80	805	11900	Clerk of Court	240,874	195,494	198,619	225,000	225,000
10	80	805	16020	Master in Equity	9,245	5,740	6,585	10,000	7,500
10	80	805	21900	Clerk of Court Supplement	1,575	1,575	1,575	1,576	15,000
<b>Departmental Total Direct Revenue</b>					<b>251,694</b>	<b>202,809</b>	<b>206,779</b>	<b>236,576</b>	<b>247,500</b>
<b>Other Revenue</b>					100,093	64,059	54,202	73,402	86,944
<b>Cost in Tax Dollars</b>					302,926	414,469	480,412	478,313	584,757
<b>Estimated Millage</b>					1.20	1.21	1.26	1.34	1.52
<b>Percentage of General Fund Budget</b>					1.34%	1.24%	1.24%	1.32%	1.51%
<b>Total Full Time Employees</b>					10	10	10	11	12

Does not include Federal Paid Employees of 2 FTEs

**Oconee County, South Carolina  
Communications (104)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	104	10110	00000	Salary and Wages	870,996	880,914	960,572	1,073,580	1,072,972
10	104	10710	00000	Overtime	103,494	108,805	118,646	75,000	90,000
10	104	20013	00000	Social Security	70,764	72,190	78,886	87,865	88,967
10	104	20014	00000	Retirement	141,327	155,244	177,888	202,919	205,546
10	104	20015	00000	Workers Compensation	6,099	7,823	7,627	4,019	3,605
10	104	20016	00000	Health Insurance	201,336	201,058	201,058	228,475	228,475
10	104	20027	00000	Dental	7,056	12,050	12,100	13,750	13,750
10	104	20028	00000	Vision	667	2,200	2,200	2,500	2,500
<b>Salary and Wage Totals</b>					<b>1,401,739</b>	<b>1,440,284</b>	<b>1,558,977</b>	<b>1,688,108</b>	<b>1,705,815</b>
<b>New Positions</b>					-	-	-	-	-
<b>New Position Total</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
10	104	30018	00000	Travel	405	462	763	-	1,000
10	104	30024	00000	Equipment Maintenance	64,478	74,768	64,420	82,000	87,000
10	104	30025	00000	Professional	502	228	228	4,000	4,000
10	104	30037	00000	Equipment Leased or Rented	76	-	-	-	-
10	104	30041	00000	Telecommunications	72,349	99,436	98,433	92,000	100,000
10	104	30056	00000	Data Processing	36,919	16,726	4,807	17,000	17,000
10	104	30059	00000	Copier Click Charges	3,229	3,163	3,208	3,000	3,200
10	104	30080	00000	Dues: Organizations	424	430	192	450	450
10	104	30084	00000	Staff Development	5,830	480	5,918	6,000	6,000
10	104	33022	00000	Building/Grounds Maintenance (External Radio Sites)	626	-	1,123	1,700	1,700
10	104	34042	00000	Gas and Fuel Oil - Generators	-	746	540	1,400	1,500
10	104	34043	00000	Electricity - Radio Sites	5,578	6,190	6,629	6,500	6,500
10	104	40031	00000	Small Equipment	7,724	3,289	2,902	4,000	4,000
10	104	40032	00000	Operational	3,648	3,762	3,905	4,000	4,000
10	104	40034	00000	Food	333	825	813	1,000	1,000
10	104	40045	00000	IT Replacement EQ/Software	1,275	357	1,990	5,000	3,500
10	104	40102	00000	Periodical Subscriptions	469	70	70	-	-
<b>Expenditure Total</b>					<b>203,865</b>	<b>210,932</b>	<b>195,941</b>	<b>228,050</b>	<b>240,850</b>
<b>Department Total</b>					<b>1,605,604</b>	<b>1,651,216</b>	<b>1,754,918</b>	<b>1,916,158</b>	<b>1,946,665</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					245,466	155,247	128,299	178,425	184,128
<b>Cost in Tax Dollars</b>					1,360,138	1,495,969	1,626,619	1,737,733	1,762,537
<b>Estimated Millage</b>					2.49	2.66	2.77	2.96	2.92
<b>Percentage of General Fund Budget</b>					3.28%	3.01%	2.94%	3.21%	3.19%
<b>Total Full Time Employees</b>					21	22	24	25	25

**Oconee County, South Carolina  
Coroner (103)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	103	10110	00000	Salary and Wages	104,625	121,766	181,058	191,244	191,149
10	103	20013	00000	Social Security	7,452	8,543	13,272	14,630	14,623
10	103	20014	00000	Retirement	16,298	19,414	30,878	33,322	33,566
10	103	20015	00000	Workers Compensation	3,740	4,649	8,315	7,263	6,614
10	103	20016	00000	Health Insurance	16,838	18,278	18,278	27,417	27,417
10	103	20027	00000	Dental	716	1,100	1,100	1,650	1,650
10	103	20028	00000	Vision	70	200	200	300	300
<b>Salary and Wage Totals</b>					<b>149,739</b>	<b>173,950</b>	<b>253,101</b>	<b>275,826</b>	<b>275,319</b>
10	103	30024	00000	Equipment Maintenance	1,355	2,562	1,518	1,500	3,000
10	103	30025	00000	Professional	75,285	58,544	14,362	10,000	12,000
10	103	30041	00000	Telecommunications	195	195	195	240	240
10	103	30059	00000	Copier Click Charges	864	780	881	1,000	1,000
10	103	30080	00000	Dues: Organizations	300	260	320	330	330
10	103	30084	00000	Staff Development	402	1,269	1,450	2,000	2,500
10	103	33022	00000	Building/Grounds Maintenance	915	1,145	5,112	6,000	6,000
10	103	34042	00000	Gas & Fuel Oil	211	179	232	400	400
10	103	34043	00000	Electricity	4,617	4,506	4,618	5,000	5,000
10	103	34044	00000	Water/Sewer/Garbage	1,118	1,290	1,504	2,000	2,000
10	103	40027	00000	Safety Equipment	167	135	32	450	1,300
10	103	40031	00000	Small Equipment	1,428	1,205	5,767	2,500	1,500
10	103	40032	00000	Operational	5,681	4,421	7,073	6,000	7,000
10	103	40045	00000	IT Replacement Eq/Software	1,287	-	1,006	-	-
10	103	40065	00000	Uniforms/Clothing	518	504	526	600	600
10	103	40102	00000	Periodicals	230	240	240	250	250
10	103	60831	00000	Pauper Funerals - Moved from DSS in 2021	-	750	200	5,000	3,000
10	103	80103	00000	Vehicle Maintenance	1,550	1,404	1,950	2,500	2,500
10	103	81103	00000	Gasoline	4,102	3,914	6,405	7,000	7,000
<b>Expenditure Total</b>					<b>100,225</b>	<b>83,303</b>	<b>53,391</b>	<b>52,770</b>	<b>55,620</b>
<b>Department Total</b>					<b>249,964</b>	<b>257,253</b>	<b>306,492</b>	<b>328,596</b>	<b>330,939</b>
<b>Direct Revenue</b>									
10	81	00810	21200	Coroner Supplement	1,575	1,575	1,576	1,576	1,576
<b>Departmental Total Direct Revenue</b>					<b>1,575</b>	<b>1,575</b>	<b>1,576</b>	<b>1,576</b>	<b>1,576</b>
<b>Other Revenue</b>					38,215	24,187	22,407	30,597	31,302
<b>Cost in Tax Dollars</b>					210,174	231,491	282,509	296,423	298,061
<b>Estimated Millage</b>					0.39	0.41	0.48	0.51	0.49
<b>Percentage of General Fund Budget</b>					0.51%	0.47%	0.51%	0.55%	0.54%
<b>Total Full Time Employees</b>					2	2	3	3	4

**Oconee County, South Carolina  
County Attorney (741)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	741	10110	00000	Salary and Wages	197,292	173,518	160,906	199,762	212,000
10	741	10710	00000	Overtime	70	-		-	
10	741	20013	00000	Social Security	13,926	11,548	11,126	15,198	16,218
10	741	20014	00000	Retirement	28,993	27,183	26,496	34,885	37,227
10	741	20015	00000	Workers Compensation	4,215	4,839	1,788	814	784
10	741	20016	00000	Health Insurance	11,829	18,278	18,278	18,278	18,278
10	741	20027	00000	Dental	716	1,100	1,100	1,100	1,100
10	741	20028	00000	Vision	71	200	200	200	200
<b>Salary and Wage Totals</b>					<b>257,112</b>	<b>236,666</b>	<b>219,894</b>	<b>270,237</b>	<b>285,807</b>
10	741	30025	00000	Professional	49,621	74,234	143,919	110,000	110,000
10	741	30080	00000	Dues: Organizations	1,105	1,178	978	1,255	1,255
10	741	30084	00000	Staff Development	3,006	1,767	480	3,000	2,000
10	741	40031	00000	Small Equipment	318	255	689	1,500	1,000
10	741	40032	00000	Operational	8,878	7,764	8,963	8,000	9,000
10	741	40045	00000	IT Replacement Eq/Software	1,261	-		500	500
10	741	40102	00000	Periodicals	199	-	73	300	300
10	741	60767	00000	Contingency	-	-		10,000	10,000
<b>Expenditure Total</b>					<b>64,388</b>	<b>85,198</b>	<b>155,102</b>	<b>134,555</b>	<b>134,055</b>
<b>Department Total</b>					<b>321,500</b>	<b>321,864</b>	<b>374,996</b>	<b>404,792</b>	<b>419,862</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>49,151</b>	<b>30,262</b>	<b>27,415</b>	<b>37,693</b>	<b>39,713</b>
<b>Cost in Tax Dollars</b>					<b>272,349</b>	<b>291,602</b>	<b>347,581</b>	<b>367,099</b>	<b>380,149</b>
<b>Estimated Millage</b>					<b>0.48</b>	<b>0.50</b>	<b>0.66</b>	<b>0.69</b>	<b>0.57</b>
<b>Percentage of General Fund Budget</b>					<b>0.66%</b>	<b>0.59%</b>	<b>0.63%</b>	<b>0.68%</b>	<b>0.69%</b>
<b>Total Full Time Employees</b>					<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>

**Oconee County, South Carolina  
County Council (704)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	704	10110	00000	Salary and Wages	82,968	84,184	86,907	90,592	88,192
10	704	10710	00000	Overtime	-	-	-	-	-
10	704	20013	00000	Social Security	4,972	5,094	5,112	6,930	6,747
10	704	20014	00000	Retirement	10,910	11,815	12,451	15,907	15,486
10	704	20015	00000	Workers Compensation	1,419	1,540	1,271	1,405	1,249
10	704	20016	00000	Health Insurance	56,002	54,834	54,834	54,834	54,834
10	704	20027	00000	Dental	1,098	3,300	3,300	3,300	3,300
10	704	20028	00000	Vision	41	600	600	600	600
<b>Salary and Wage Totals</b>					<b>157,410</b>	<b>161,367</b>	<b>164,475</b>	<b>173,568</b>	<b>170,408</b>
10	704	30018	00000	Travel	3,002	1,234	1,314	3,500	3,500
10	704	30024	00000	Maint on Equipment	185	-	-	-	-
10	704	30025	00000	Professional	4,419	3,670	3,113	5,500	6,000
10	704	30025	00001	Professional - Auditing Firm	53,500	53,700	53,900	57,000	75,000
10	704	30041	00000	Telecommunications	700	600	-	-	-
10	704	30059	00000	Xerox Copies	1,920	1,200	1,281	2,000	2,000
10	704	30068	00000	Advertising	-	-	-	-	-
10	704	30080	00000	Dues: Organizations	1,535	1,535	1,535	1,535	1,535
10	704	30084	00000	Staff Development	13,208	2,557	4,888	15,000	17,000
10	704	40031	00000	Small Equipment	3,676	5,123	519	300	300
10	704	40032	00000	Operational	13,572	581	894	2,000	2,000
10	704	40034	00000	Food	1,290	282	219	1,500	1,500
10	704	40045	00000	It Replacement/Equip Software	188	4,879	-	-	-
10	704	40102	00000	Magazines/Newspapers	-	-	-	200	200
10	704	60736	00000	Donated Gravel	57,227	184	-	-	-
10	704	60767	00000	Contingency	169	368	-	2,500	2,500
10	704	95100	20201	SC Association of Counties Appalachian Council of Governments	13,554	13,554	13,554	13,555	13,555
10	704	95100	20217	Ten at the Top (TATT)	38,993	38,993	38,993	38,993	38,993
10	704	95100	20255		5,000	5,000	5,000	5,000	-
<b>Expenditure Total</b>					<b>212,138</b>	<b>133,460</b>	<b>125,210</b>	<b>148,583</b>	<b>164,083</b>
<b>Department Total</b>					<b>369,548</b>	<b>294,827</b>	<b>289,685</b>	<b>322,151</b>	<b>334,491</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					56,497	27,720	21,178	29,997	31,638
<b>Cost in Tax Dollars</b>					313,051	267,107	268,507	292,154	302,853
<b>Estimated Millage</b>					0.57	0.48	0.46	0.50	0.50
<b>Percentage of General Fund Budget</b>					0.76%	0.54%	0.49%	0.54%	0.55%
<b>Total Full Time Employees</b>					1	1	1	1	1

**Oconee County, South Carolina  
Delinquent Tax Collector (305)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	305	10110	00000	Salary and Wages	93,094	113,038	132,562	139,502	139,502
10	305	10710	00000	Overtime	78	100	91	-	
10	305	20013	00000	Social Security	6,519	7,832	9,285	10,672	10,672
10	305	20014	00000	Retirement	13,385	18,817	21,704	24,497	24,497
10	305	20015	00000	Workers Compensation	1,260	795	939	4,068	3,836
10	305	20016	00000	Health Insurance	21,211	27,417	27,417	27,417	27,417
10	305	20027	00000	Dental	1,297	1,650	1,650	1,650	1,650
10	305	20028	00000	Vision	142	300	300	300	300
<b>Salary and Wage Totals</b>					<b>136,986</b>	<b>169,949</b>	<b>193,948</b>	<b>208,106</b>	<b>207,874</b>
10	305	30025	00000	Professional	2,403	-	-	-	
10	305	30025	60305	Professional-Tax Sale	142,942	109,454	105,095	150,000	110,000
10	305	30056	00000	Data Processing	7,198	9,633	6,012	9,000	9,000
10	305	30059	00000	Copier Click Charges	2,245	2,991	3,349	3,000	3,000
10	305	30068	60305	Advertising- Tax Sale	22,302	22,302	22,302	32,000	25,000
10	305	30080	00000	Dues: Organizations	50	50	305	115	115
10	305	30084	00000	Staff Development	-	-	1,427	1,800	1,500
10	305	40031	00000	Small Equipment	233	-	4,194	-	200
10	305	40032	00000	Operational	1,010	1,369	1,556	1,400	1,600
10	305	40032	60305	Operational- Tax Sale	3,420	3,357	5,110	7,000	7,000
10	305	40033	60305	Postage - Tax Sale	2,523	59,170	31,175	36,000	36,000
10	305	40045	00000	IT replacement eq/software			878		
10	305	40065	60305	Uniform Clothing - Tax Sale	111	134	104	150	150
<b>Expenditure Total</b>					<b>184,437</b>	<b>208,460</b>	<b>181,507</b>	<b>240,465</b>	<b>193,565</b>
<b>Department Total</b>					<b>321,423</b>	<b>378,409</b>	<b>375,455</b>	<b>448,571</b>	<b>401,439</b>
<b>Direct Revenue</b>									
10	80	805	10285	Tax Sale Fees	157,325	268,720	221,694	250,000	250,000
10	80	805	12501	Tax Collector Fees	45,574	54,510	37,408	50,000	50,000
<b>Departmental Total Direct Revenue</b>					<b>157,325</b>	<b>268,720</b>	<b>221,694</b>	<b>250,000</b>	<b>250,000</b>
<b>Other Revenue</b>					49,139	35,578	27,449	41,769	37,971
<b>Cost in Tax Dollars</b>					114,959	74,111	126,312	156,802	113,468
<b>Estimated Millage</b>					0.21	0.13	0.22	0.27	0.19
<b>Percentage of General Fund Budget</b>					0.66%	0.69%	0.63%	0.75%	0.66%
<b>Total Full Time Employees</b>					3	3	3	3	3

**Oconee County, South Carolina  
Department of Social Services (402)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	402	30041	00000	<b>Telecommunications</b>	10,806	11,287	11,225	11,700	11,300
10	402	40031	00000	<b>Non-Capital Equipment</b>	-	-	-	500	-
10	402	40032	00000	<b>Operational</b>	23	148	195	500	300
10	402	60831	00000	<b>Pauper Funerals</b>	2,000	-	-	-	-
<b>Expenditure Total</b>					<b>12,829</b>	<b>11,435</b>	<b>11,420</b>	<b>12,700</b>	<b>11,600</b>
<b>Department Total</b>					<b>12,829</b>	<b>11,435</b>	<b>11,420</b>	<b>12,700</b>	<b>11,600</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					1,961	1,075	835	1,183	1,097
<b>Cost in Tax Dollars</b>					10,868	10,360	10,585	11,517	10,503
<b>Estimated Millage</b>					0.02	0.02	0.02	0.02	0.02
<b>Percentage of General Fund Budget</b>					0.03%	0.02%	0.02%	0.02%	0.02%
<b>Total Full Time Employees</b>					-	-	-	-	-



**Oconee County, South Carolina  
Detention Center (106)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	106	10110	00000	Salary and Wages	1,911,589	1,923,447	1,965,099	2,305,352	2,303,395
10	106	10710	00000	Overtime	84,896	83,161	117,805	85,000	80,000
10	106	20013	00000	Social Security	145,866	146,507	153,038	184,392	182,330
10	106	20014	00000	Retirement	342,620	363,605	397,746	477,860	481,274
10	106	20015	00000	Workers Compensation	69,452	78,947	93,276	90,404	81,143
10	106	20016	00000	Health Insurance	410,001	438,672	447,811	466,089	466,089
10	106	20027	00000	Dental	16,665	26,400	26,950	28,050	28,050
10	106	20028	00000	Vision	1,644	4,800	4,900	5,100	5,100
<b>Salary and Wage Totals</b>					<b>2,982,733</b>	<b>3,065,539</b>	<b>3,206,625</b>	<b>3,642,247</b>	<b>3,627,381</b>
10	106	30024	00000	Equipment Maintenance	13,978	13,946	14,659	15,000	15,000
10	106	30025	00000	Professional	1,082	991	758	3,600	3,600
10	106	30028	00000	State Inmate Stipend	12,268	11,556	11,888	17,000	18,000
10	106	30037	00000	Equipment (Leased or Rented)	-	257	-	-	-
10	106	30056	00000	Data Processing	6,472	34,964	40,151	43,000	48,700
10	106	30059	00000	Copier Click Charges	7,763	9,746	8,431	10,000	10,000
10	106	30062	00000	Medical	351,999	403,573	411,545	450,000	450,000
10	106	30080	00000	Dues: Organizations	1,590	1,500	1,200	2,000	2,000
10	106	30084	00000	Staff Development	5,674	7,683	12,381	12,500	12,500
10	106	33022	00000	Building/Grounds Maintenance	61,832	58,195	70,566	62,000	70,000
10	106	34042	00000	Gas and Fuel Oil	22,914	19,985	30,905	20,000	20,000
10	106	34043	00000	Electricity	248,883	211,434	191,424	200,000	195,000
10	106	34044	00000	Water/Sewer/Garbage	57,542	50,209	68,036	55,000	55,000
10	106	40031	00000	Small Equipment	26,229	16,810	32,818	27,000	27,000
10	106	40032	00000	Operational	77,846	72,374	72,470	75,000	75,000
10	106	40033	00000	Postage	192	84	165	900	900
10	106	40034	00000	Food	285,691	306,888	332,359	350,000	376,950
10	106	40045	00000	IT Replacement Equipment/Software	7,947	10,528	4,532	9,000	9,000
10	106	40065	00000	Uniforms/Clothing	41,710	37,587	39,571	50,000	42,000
10	106	40102	00000	Periodicals	190	-	-	250	250
10	106	60741	00000	Juvenile Detention Services (Department of Juvenile Justice)	20,878	13,425	13,050	32,000	32,000
<b>Expenditure Total</b>					<b>1,252,680</b>	<b>1,281,735</b>	<b>1,356,909</b>	<b>1,434,250</b>	<b>1,462,900</b>
<b>Department Total</b>					<b>4,235,413</b>	<b>4,347,274</b>	<b>4,563,534</b>	<b>5,076,497</b>	<b>5,090,281</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					647,514	408,731	333,633	472,702	481,470
<b>Cost in Tax Dollars</b>					3,587,899	3,938,543	4,229,901	4,603,795	4,608,811
<b>Estimated Millage</b>					6.58	7.02	7.21	7.85	7.64
<b>Percentage of General Fund Budget</b>					8.66%	7.93%	7.65%	8.51%	8.35%
<b>Life After Lock-Up</b>					1	1	1	1	1
<b>Total Full Time Employees</b>					47	48	49	51	51

**Oconee County, South Carolina  
Economic Development (707)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	707	10110	00000	Salary and Wages	199,264	200,260	184,868	271,156	275,420
10	707	10710	00000	Overtime	7,777	-	-	-	-
10	707	20013	00000	Social Security	15,434	15,020	13,628	20,743	21,070
10	707	20014	00000	Retirement	28,381	31,299	30,219	47,315	48,364
10	707	20015	00000	Workers Compensation	4,544	4,706	5,949	8,208	7,574
10	707	20016	00000	Health Insurance	34,750	36,556	36,556	36,556	36,556
10	707	20027	00000	Dental	2,296	2,200	2,200	2,200	2,200
10	707	20028	00000	Vision	259	400	400	400	400
<b>Salary and Wage Totals</b>					<b>292,705</b>	<b>290,441</b>	<b>273,820</b>	<b>386,578</b>	<b>391,584</b>
10	707	30059	00000	Copier Click Charges	662	377	395	3,000	2,000
10	707	30071	00000	Rent	22,763	18,294	11,872	21,600	25,700
10	707	33022	00000	Equip Maint-Sign Maint	-	322	1,798	12,500	2,500
10	707	34043	00001	Electricity - Commerce Center	1,994	1,931	1,562	2,225	2,500
10	707	34043	00080	Electricity-Golden Corner	-	-	-	5,000	5,000
10	707	34043	00104	Electricity-OITP	3,877	4,251	3,969	4,900	4,900
10	707	34044	00000	Water/Sewer/Garbage	-	458	816	1,000	1,000
10	707	40031	00000	IT Replacement Eq/Software	(1,233)	2,332	-	1,000	1,000
10	707	60907	90715	SDOC C-14-2286 US Enginee	-	60,000	-	-	-
10	707	80707	00000	Vehicle Maintenance	14	102	222	500	750
10	707	81707	00000	Gasoline	339	308	940	250	2,000
10	707	95100	20217	EDIS Partnership via Appalachian Council of Governments	12,199	12,199	12,199	12,199	12,199
10	707	95100	20254	Mountain Lakes Business Development Corporation	34,550	34,550	27,500	25,000	25,000
10	707	95100	20256	Oconee Economic Alliance	158,775	156,393	156,275	150,000	150,000
10	707	95100	20257	Upstate SC Alliance	37,522	-	39,187	40,000	40,000
<b>Expenditure Total</b>					<b>271,462</b>	<b>291,517</b>	<b>256,735</b>	<b>279,174</b>	<b>274,549</b>
<b>Department Total</b>					<b>564,167</b>	<b>581,958</b>	<b>530,555</b>	<b>665,752</b>	<b>666,133</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>86,251</b>	<b>54,716</b>	<b>38,788</b>	<b>61,992</b>	<b>63,007</b>
<b>Cost in Tax Dollars</b>					<b>477,917</b>	<b>527,242</b>	<b>491,767</b>	<b>603,760</b>	<b>603,126</b>
<b>Estimated Millage</b>					<b>0.88</b>	<b>0.94</b>	<b>0.84</b>	<b>1.03</b>	<b>1.00</b>
<b>Percentage of General Fund Budget</b>					<b>1.15%</b>	<b>1.06%</b>	<b>0.89%</b>	<b>1.12%</b>	<b>1.09%</b>
<b>Total Full Time Employees</b>					<b>5</b>	<b>5</b>	<b>4</b>	<b>4</b>	<b>4</b>

**Oconee County, South Carolina  
Facilities Maintenance (714)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	714	10110	00000	Salary and Wages	540,520	549,679	533,618	610,806	602,008
10	714	00121	00000	Work Release Program	-	-	-	-	-
10	714	10710	00000	Overtime	3,402	2,527	1,670	2,500	1,500
10	714	20013	00000	Social Security	38,421	39,742	38,797	46,956	46,168
10	714	20014	00000	Retirement	79,205	85,943	88,352	107,507	105,976
10	714	20015	00000	Workers Compensation	24,229	27,622	31,361	28,146	25,895
10	714	20016	00000	Health Insurance	139,976	127,946	137,085	137,085	137,085
10	714	20027	00000	Dental	2,292	7,150	8,250	8,250	8,250
10	714	20028	00000	Vision	75	1,300	1,500	1,500	1,500
<b>Salary and Wage Totals</b>					<b>828,120</b>	<b>841,909</b>	<b>840,633</b>	<b>942,750</b>	<b>928,382</b>
10	714	30024	00000	Equipment Maintenance	1,106	1,257	659	1,500	1,500
10	714	30025	00000	Professional	5,750	-	8,321	10,000	10,000
10	714	30059	00000	Copier Clicks	174	288	237	250	250
10	714	30084	00000	Staff Development	-	-	-	250	250
10	714	33022	00000	Building/Grounds Maintenance	7,051	7,997	11,533	7,500	7,500
10	714	33022	00109	Building Maintenance - Probation and Parole	5,565	3,676	1,241	5,000	5,000
10	714	33022	00206	Building/Grounds-Salem Library	6,943	-	-	-	-
10	714	33022	00208	Building/Grounds-Seneca Library	-	74,650	-	-	-
10	714	33022	00270	Building/Grounds - Oakway Intm	1,618	1,284	1,659	1,500	2,000
10	714	33022	00310	Building/Grounds - Christ Central	-	-	-	-	-
10	714	33022	00402	Building Maintenance - DSS Building	14,229	13,122	19,876	17,500	20,000
10	714	33022	00405	Buildings/Grounds Rosa Clark	14,820	-	129	1,000	1,000
10	714	33022	00407	Building Maintenance - Lakeview Rest Home	60,031	159,188	14,277	12,000	12,000
10	714	33022	00510	Building Maintenance - Courthouse	44,772	35,198	31,875	55,000	50,000
10	714	33022	00703	Building Maintenance - Walhalla Health Department	14,542	106,548	5,604	5,000	7,500
10	714	33022	00716	Building Maintenance - USDA Building	2,455	13,184	723	2,500	2,500
10	714	33022	00723	Building Maintenance - Pine Street	22,011	39,659	44,706	50,000	50,000
10	714	33022	00729	Building Maintenance - Brown Building	4,977	11,246	2,208	5,000	5,000
10	714	34042	00109	Gas and Fuel Oil - Probation and Parole	1,815	1,416	1,619	2,000	2,000
10	714	34042	00270	Gas and Fuel Oil - Oakway Intm	4,290	4,120	5,771	3,500	6,000
10	714	34042	00410	Gas and Fuel Oil - Walhalla Health	-	656	157	-	500
10	714	34042	00510	Gas and Fuel Oil - Courthouse	11,649	21,369	29,533	20,000	30,000
10	714	34042	00723	Gas and Fuel Oil - Pine Street	2,424	2,632	2,194	3,000	3,500
10	714	34042	00729	Gas and Fuel Oil - Brown Building	957	1,081	1,373	1,500	2,000
10	714	34043	00000	Electricity - Facilities Maintenance	1,398	819	721	1,000	1,000
10	714	34043	00109	Electricity - Probation and Parole	5,354	4,391	4,142	5,700	5,700
10	714	34043	00270	Electricity - Oakway School	22,464	23,274	26,451	25,000	25,000
10	714	34043	00402	Electricity - DSS Building	46,920	39,123	38,178	40,000	40,000
10	714	34043	00403	Electricity - Walhalla Health Department	12,326	16,183	19,449	17,500	20,000
10	714	34043	00409	Electricity - Foothills Alliance	1,246	391	970	1,200	1,200
10	714	34043	00510	Electricity - Courthouse	72,786	66,417	66,693	75,000	75,000
10	714	34043	00723	Electricity - Pine Street	48,065	44,565	37,771	40,000	40,000

**Oconee County, South Carolina  
Facilities Maintenance (714)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	714	34043	00729	Electricity - Brown Building	10,473	12,581	12,959	13,000	13,000
10	714	34044	00000	Water - Facilities Maintenance	899	806	905	1,000	1,000
10	714	34044	00109	Water - Probation and Parole	682	650	972	1,200	1,200
10	714	34044	00270	Water - Oakway School	2,068	2,283	1,196	2,500	2,500
10	714	34044	00402	Water - DSS Building	3,249	2,712	3,550	3,200	3,500
10	714	34044	00403	Water - Walhalla Health Department	1,192	837	975	1,200	1,200
10	714	34044	00409	Water - Foothills Alliance	608	575	659	1,000	1,000
10	714	34044	00510	Water - Courthouse	3,465	3,215	3,677	3,600	4,000
10	714	34044	00723	Water - Pine Street	2,295	2,307	2,936	3,000	3,200
10	714	34044	00729	Water - Brown Building	1,309	1,012	1,381	1,500	1,750
10	714	40027	00000	Safety Equipment	2,122	2,050	3,625	3,500	3,750
10	714	40031	00000	Small Equipment	8,195	10,527	8,343	10,000	12,000
10	714	40032	00000	Operational	30,161	28,722	33,368	32,000	35,000
10	714	40045	00000	IT Replacement Eq/Software		1,300	-	-	
10	714	40065	00000	Uniforms/Clothing	3,777	9,186	4,039	6,000	7,500
10	714	80714	00000	Vehicle Maintenance	4,331	9,446	6,204	7,500	7,500
10	714	81714	00000	Gasoline	11,558	11,959	22,966	18,000	20,000
<b>Expenditure Total</b>					<b>524,122</b>	<b>793,902</b>	<b>485,825</b>	<b>517,600</b>	<b>544,500</b>
<b>Department Total</b>					<b>1,352,242</b>	<b>1,635,811</b>	<b>1,326,458</b>	<b>1,460,350</b>	<b>1,472,882</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					206,732	153,799	96,975	135,982	139,314
<b>Cost in Tax Dollars</b>					1,145,510	1,482,012	1,229,483	1,324,368	1,333,568
<b>Estimated Millage</b>					2.10	2.64	2.10	2.26	2.21
<b>Percentage of General Fund Budget</b>					2.76%	2.99%	2.22%	2.45%	2.41%
<b>Total Full Time Employees</b>					15	15	15	15	15

**Oconee County, South Carolina  
Finance Department (708)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	708	10110	00000	Salary and Wages	286,650	328,534	336,611	339,493	381,649
10	708	10710	00000	Overtime	425	956	1,369	1,000	2,000
10	708	20013	00000	Social Security	20,415	23,454	24,403	26,048	29,349
10	708	20014	00000	Retirement	41,643	50,017	52,311	59,619	67,024
10	708	20015	00000	Workers Compensation	952	1,370	1,411	1,364	1,534
10	708	20016	00000	Health Insurance	52,230	63,973	54,834	54,834	54,834
10	708	20027	00000	Dental	2,143	3,850	3,300	3,300	3,300
10	708	20028	00000	Vision	188	700	600	600	600
<b>Salary and Wage Totals</b>					<b>404,646</b>	<b>472,854</b>	<b>474,839</b>	<b>486,258</b>	<b>540,290</b>
10	708	30018	00000	Travel	484	-	-	-	-
10	708	30024	00000	Equipment Maintenance	-	-	-	-	-
10	708	30025	00000	Professional	8,465	19,953	33,554	10,300	18,000
10	708	30056	00000	Data Processing	173,798	190,696	205,619	200,000	296,180
10	708	30059	00000	Copies	3,956	4,523	5,360	4,800	4,800
10	708	30068	00000	Advertising	-	-	-	-	-
10	708	30080	00000	Dues: Organizations	1,224	1,345	1,095	1,150	1,150
10	708	30084	00000	Staff Development	1,349	280	790	3,000	4,000
10	708	40031	00000	Small Equipment	2,004	714	6,508	1,800	3,800
10	708	40032	00000	Operational	7,172	5,408	6,456	6,000	1,500
10	708	40045	00000	IT Replacement Equipment/Software	4,001	-	3,452	2,000	2,000
10	708	40102	00000	Periodicals	50	-	-	-	-
10	708	80708	00000	Vehicle Maintenance	-	-	-	-	-
10	708	81708	00000	Gasoline	24	-	-	-	-
<b>Expenditure Total</b>					<b>202,527</b>	<b>222,919</b>	<b>262,834</b>	<b>229,050</b>	<b>331,430</b>
<b>Department Total</b>					<b>607,173</b>	<b>695,773</b>	<b>737,673</b>	<b>715,308</b>	<b>871,720</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					92,825	65,417	53,930	66,606	82,453
<b>Cost in Tax Dollars</b>					514,348	630,356	683,743	648,702	789,267
<b>Estimated Millage</b>					0.94	1.12	1.17	1.11	1.31
<b>Percentage of General Fund Budget</b>					1.24%	1.27%	1.24%	1.20%	1.43%
<b>Total Full Time Employees</b>					6	6	6	6	7

**Oconee County, South Carolina  
Fire/Emergency Services (107)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	107	10110	00000	Salary and Wages	1,324,581	1,358,981	1,444,408	1,821,721	1,939,570
10	107	10710	00000	Overtime	40,673	57,784	165,306	30,000	50,000
10	107	20013	00000	Social Security	101,602	103,977	117,145	139,780	152,202
10	107	20014	00000	Retirement	233,603	252,440	301,245	363,704	396,273
10	107	20015	00000	Workers Compensation	144,627	157,278	194,956	224,197	529,129
10	107	20016	00000	Health Insurance	250,248	319,865	319,865	383,838	383,838
10	107	20027	00000	Dental	15,898	19,250	19,250	23,100	23,100
10	107	20028	00000	Vision	1,864	3,500	3,500	4,200	4,200
<b>Salary and Wage Totals</b>					<b>2,113,096</b>	<b>2,273,075</b>	<b>2,565,675</b>	<b>2,990,540</b>	<b>3,478,312</b>
10	107	30018	00000	Travel	-	-	-	-	-
10	107	30024	00000	Equipment Maintenance	17,499	13,545	18,249	16,000	18,000
10	107	30025	00000	Professional	1,036	8,149	3,888	5,000	5,000
10	107	30041	00000	Telecommunications	4,096	4,572	4,442	5,500	6,500
10	107	30056	00000	Data Processing	28,564	25,231	29,294	35,000	35,000
10	107	30059	00000	Copier Click Charges	3,583	3,548	5,506	4,600	4,650
10	107	30062	00000	Medical - Physicals for Volunteers and Medical Supplies	80,476	84,402	81,712	90,000	95,000
10	107	30080	00000	Dues: Organizations	1,797	2,407	2,498	3,500	3,500
10	107	30084	00000	Staff Development	15,910	39,144	47,984	60,000	70,000
10	107	30090	00000	Commission Honoraria	1,100	900	900	1,200	1,200
10	107	30810	90910	Maint Rep Watershed Local USDA	-	328,103	-	-	-
10	107	33022	00000	Buildings/Grounds Maintenance	13,165	20,485	18,373	23,000	25,000
10	107	34042	00140	Fuel Oil Oakway	-	-	120	-	-
10	107	34043	00000	Electricity	8,928	10,207	9,427	9,200	9,000
10	107	34044	00000	Water/Sewer/Garbage	923	880	990	1,000	1,200
10	107	40027	00193	Safety Equipment - FEMA	-	654	7,194	-	-
10	107	40031	00000	Small Equipment	42,306	88,943	102,968	25,000	30,000
10	107	40031	00000	Small Equipment <b>New Hires</b>	-	-	6,222	12,000	40,000
				Small Equipment <b>New Hire Turn Out Gear</b>	-	-	-	-	30,000
10	107	40031	00000	Small Equipment - Turn Out	-	-	-	26,000	18,000
10	107	40031	00193	Small Equipment - FEMA	-	8,889	-	-	-
10	107	40031	02019	Small Equipment - 2019	-	39,877	35,957	-	-
10	107	40031	91166	Small Equipm - FY2020 AFG	-	-	251,760	-	-
10	107	40031	00000	Small Equipment - BountyLand	-	-	-	32,520	4,250
				Small Equipment-Wells Highway	-	-	-	-	25,000
10	107	40032	00000	Operational	20,097	27,930	26,216	28,000	32,000
10	107	40032	00000	Operational BountyLand	-	-	-	2,354	-
10	107	40032	XXXXX	Operational-Wells Highway	-	-	-	-	3,200
10	107	40033	00000	Postage	242	17	-	200	200
10	107	40034	00000	Food	5,241	7,526	7,255	8,000	8,000
10	107	40045	00000	It Replacement Equipment/Software	5,089	5,055	2,845	4,000	8,000
10	107	40065	00000	Uniforms/Clothing	17,876	15,998	29,792	35,000	38,100
				Uniforms/Clothing <b>New Hire Positions</b>	-	-	-	-	10,000
				SCBAs Lease Payment	-	-	-	153,000	288,692
10	107	80107	00000	Vehicle Maintenance	121,240	158,271	183,553	165,000	175,000
10	107	81107	00000	Gasoline	43,914	49,255	88,306	60,000	65,000
10	107	82107	00000	Diesel	7,925	5,047	6,857	8,000	10,000
				<b>Oconee Fire/Medical Contribution</b>	<b>1,585,000</b>	<b>1,735,000</b>	<b>1,735,000</b>	<b>1,735,000</b>	<b>3,135,000</b>
				LEPC Budget	-	-	-	-	4,000
10	107	99999	00000	Miscellaneous Grant Match	9,918	1,522	8,445	10,000	12,000
<b>Expenditure Total</b>					<b>2,035,925</b>	<b>2,685,557</b>	<b>2,715,753</b>	<b>2,558,074</b>	<b>4,210,492</b>
<b>Department Total</b>					<b>4,149,021</b>	<b>4,958,632</b>	<b>5,281,428</b>	<b>5,548,614</b>	<b>7,688,804</b>

**Oconee County, South Carolina  
Fire/Emergency Services (107)  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Direct Revenue</b>						
	<b>Departmental Total Direct Revenue</b>	-	-	-	-	-
	<b>Other Revenue</b>	634,307	466,211	386,117	516,664	727,255
	<b>Cost in Tax Dollars</b>	3,514,714	4,492,420	4,895,311	5,031,950	6,961,549
	<b>Estimated Millage</b>	6.44	8.00	8.35	8.58	11.55
	<b>Percentage of General Fund Budget</b>	8.48%	9.05%	8.85%	9.30%	12.61%
	<b>Total Full Time Employees</b>	36	36	39	42	52

**Oconee County, South Carolina  
Health Department (403)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	403	30041	00000	Telecommunications	1,548	1,586	1,570	1,500	1,500
10	403	30062	00000	Medical	5,351	289	945	5,500	5,500
10	403	33022	00000	Building/Grounds Maintenance	3,363	3,861	47,932	3,000	3,000
10	403	34043	00000	Electricity	13,700	12,891	13,116	13,500	13,500
10	403	34044	00000	Water/Sewer/Garbage	1,879	2,475	3,170	1,500	2,000
10	403	40031	00000	Small Equipment	-	-	-	800	-
10	403	40032	00000	Operational	648	745	1,964	3,000	3,200
10	403	40033	00000	Postage	254	322	332	350	-
<b>Expenditure Total</b>					<b>26,743</b>	<b>22,169</b>	<b>69,029</b>	<b>29,150</b>	<b>28,700</b>
<b>Department Total</b>					<b>26,743</b>	<b>22,169</b>	<b>69,029</b>	<b>29,150</b>	<b>28,700</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					-	-	-	-	-
<b>Cost in Tax Dollars</b>					26,743	22,169	69,029	29,150	28,700
<b>Estimated Millage</b>					0.05	0.04	0.12	0.05	0.05
<b>Percentage of General Fund Budget</b>					0.05%	0.04%	0.12%	0.05%	0.05%
<b>Total Full Time Employees</b>					-	-	-	-	-



**Oconee County, South Carolina  
Health and Human Services (705)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				<b>Charity Medical:</b>					
10	705	60083	00000	Rosa Clark Medical Clinic	80,000	80,000	80,000	80,000	80,000
10	705	60583	00000	Medically Indigent Assistance	153,970	153,752	153,967	153,967	153,967
10	705	95100	20239	Helping Hands (Contract)	35,000	-	-	-	-
<b>Charity Medical Expenditure Total</b>					<b>268,970</b>	<b>233,752</b>	<b>233,967</b>	<b>233,967</b>	<b>233,967</b>
				<b>Direct Aid</b>					
10	705	95100	02041	CAT Bus System	60,000	60,000	60,000	60,000	60,000
10	705	95100	20205	OC Board of Disabilities and Special Needs	75,000	75,000	75,000	75,000	75,000
10	705	95100	20206	Anderson, Oconee, and Pickens Mental Health	60,000	60,000	60,000	60,000	60,000
10	705	95100	20216	Senior Solutions/Lake View Assisted	92,900	92,900	-	92,900	92,900
10	705	95100	00000	Oconee Support	157,932	126,132	246,122	215,000	175,000
<b>Direct Aid Expenditure Total</b>					<b>445,832</b>	<b>414,032</b>	<b>441,122</b>	<b>502,900</b>	<b>462,900</b>
<b>Department Total</b>					<b>714,802</b>	<b>647,784</b>	<b>675,089</b>	<b>736,867</b>	<b>696,867</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					109,280	60,905	49,355	68,614	65,914
<b>Cost in Tax Dollars</b>					605,522	586,879	625,734	668,253	630,953
<b>Estimated Millage</b>					1.11	1.05	1.07	1.14	1.05
<b>Percentage of General Fund Budget</b>					1.46%	1.18%	1.13%	1.23%	1.14%
<b>Total Full Time Employees</b>					-	-	-	-	-

**Oconee County, South Carolina  
High Falls Park (203)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	203	10110	00000	Salary and Wages	182,166	184,254	191,669	202,853	239,887
10	203	10710	00000	Overtime	7,186	8,987	11,578	8,500	8,500
10	203	20013	00000	Social Security	13,898	14,096	14,428	16,245	19,002
10	203	20014	00000	Retirement	27,731	30,143	33,468	37,173	43,617
10	203	20015	00000	Workers Compensation	8,027	9,219	11,172	10,482	10,159
10	203	20016	00000	Health Insurance	44,161	45,695	45,695	45,695	45,695
10	203	20027	00000	Dental	721	2,500	2,750	2,750	2,750
10	203	20028	00000	Vision	48	500	500	500	500
<b>Salary and Wage Totals</b>					<b>283,938</b>	<b>295,394</b>	<b>311,260</b>	<b>324,198</b>	<b>370,110</b>
10	203	30024	00000	Equipment Maintenance	192	691	76	700	700
10	203	30025	00000	Professional	51,967	53,837	65,961	50,098	50,098
10	203	30037	00000	Equipment Rental	2,990	3,698	-	-	-
10	203	30041	00000	Telecommunication (Lake Hartwell Ranger)	-	-	-	600	600
10	203	30059	00000	Copier Click Charges	445	298	595	500	500
10	203	33022	00000	Building/Grounds Maintenance	16,828	17,773	15,888	-	-
10	203	34042	00000	Gas and Fuel Oil	2,093	5,081	6,502	4,150	5,500
10	203	34043	00000	Electricity	28,636	42,345	37,323	33,000	36,000
10	203	34044	00000	Water/Sewer/Garbage	2,888	2,854	6,662	5,000	5,000
10	203	40027	00000	Safety Equipment (swim area)	-	672	696	1,000	1,000
10	203	40031	00000	Small Equipment	3,410	1,891	4,217	2,000	2,000
10	203	40032	00000	Operational	12,915	18,842	19,296	14,000	20,000
10	203	40034	00000	Food	122	56	45	200	200
10	203	40045	00000	IT Replacement/Software	-	-	863	500	1,000
10	203	40065	00000	Uniforms/Clothing	2,091	1,599	1,690	2,250	3,000
10	203	40832	00000	Concessions	5,453	7,294	20,125	10,000	20,000
10	203	60735	00000	General Gravel Use	11,263	752	482	5,000	5,000
<b>Expenditure Total</b>					<b>141,293</b>	<b>157,683</b>	<b>180,421</b>	<b>128,998</b>	<b>150,598</b>
<b>Department Total</b>					<b>425,231</b>	<b>453,077</b>	<b>491,681</b>	<b>453,196</b>	<b>520,708</b>
<b>Direct Revenue</b>									
10	80	805	00203	High Falls Park	131,234	220,987	220,798	225,000	250,000
10	80	805	62051	Fairplay Recreation Area	5,150	3,787	3,092	3,500	-
10	80	805	62052	Lawrence Bridge Recreation Area	4,463	3,505	2,512	3,500	-
10	80	805	62053	Mullins Ford	273	445	336	500	-
10	80	805	62054	Choestoea Landing	1,062	1,721	962	1,600	-
10	80	805	62055	Port Bass Landing	10	-	-	-	-
10	80	805	62056	Seneca Creek Landing	3,220	2,543	1,095	2,500	-
10	80	805	62057	South union Landing	901	487	333	500	-
<b>Departmental Total Direct Revenue</b>					<b>131,234</b>	<b>220,987</b>	<b>220,798</b>	<b>225,000</b>	<b>250,000</b>
<b>Other Revenue</b>					65,010	42,598	35,946	42,200	49,252
<b>Cost in Tax Dollars</b>					228,987	189,492	234,937	185,996	221,456
<b>Estimated Millage</b>					0.42	0.34	0.40	0.32	0.37
<b>Percentage of General Fund Budget</b>					0.87%	0.83%	0.82%	0.76%	0.85%
<b>Total Full Time Employees</b>					5	5	5	5	5

**Oconee County, South Carolina  
Human Resources (710)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	710	10110	00000	Salary and Wages	172,565	176,965	218,920	240,253	180,658
10	710	10710	00000	Overtime	175	-	76	500	500
10	710	20013	00000	Social Security	11,928	12,321	15,400	18,456	13,859
10	710	20014	00000	Retirement	25,166	27,425	35,508	42,364	31,811
10	710	20015	00000	Workers Compensation	1,702	1,987	3,557	1,586	562
10	710	20016	00000	Health Insurance	29,291	27,417	27,417	36,556	27,417
10	710	20027	00000	Dental	287	1,650	1,650	2,200	1,650
10	710	20028	00000	Vision	22	300	300	400	300
<b>Salary and Wage Totals</b>					<b>241,136</b>	<b>248,065</b>	<b>302,828</b>	<b>342,315</b>	<b>256,757</b>
10	710	30018	00000	Travel	553	-	-	200	100
10	710	30025	00000	Professional	2,969	6,935	6,633	4,000	16,000
10	710	30041	00000	Telecommunications	360	-	-	-	-
10	710	30056	00000	Data Processing	-	-	-	-	-
10	710	30059	00000	Copies	1,291	1,219	1,713	2,500	2,500
10	710	30062	00000	Medical	60,248	66,372	101,233	60,000	65,000
10	710	30080	00000	Dues: Organizations	259	538	937	460	600
10	710	30084	00000	Staff Development	1,453	1,840	3,242	3,000	4,000
10	710	40027	00000	Safety Equipment	2,556	3,355	3,576	3,500	-
10	710	40031	00000	Small Equipment	3,184	3,033	-	1,250	1,250
10	710	40032	00000	Operational	1,679	2,672	7,598	3,500	3,500
10	710	40034	00000	Food	7	-	-	200	200
10	710	40045	00000	IT Replacement Equipment/Software	2,395	-	1,220	1,500	1,500
10	710	40102	00000	Periodicals	1,101	935	-	1,392	1,392
10	710	80747	00000	Vehicle Maintenance	157	-	-	-	-
10	710	81747	00000	Gasoline	54	91	-	-	-
<b>Expenditure Total</b>					<b>78,266</b>	<b>86,990</b>	<b>126,152</b>	<b>81,502</b>	<b>96,042</b>
<b>Department Total</b>					<b>319,402</b>	<b>335,055</b>	<b>428,980</b>	<b>423,817</b>	<b>352,799</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>48,831</b>	<b>31,502</b>	<b>31,362</b>	<b>39,464</b>	<b>33,370</b>
<b>Cost in Tax Dollars</b>					<b>270,572</b>	<b>303,553</b>	<b>397,618</b>	<b>384,353</b>	<b>319,429</b>
<b>Estimated Millage</b>					<b>0.50</b>	<b>0.54</b>	<b>0.68</b>	<b>0.66</b>	<b>0.53</b>
<b>Percentage of General Fund Budget</b>					<b>0.65%</b>	<b>0.61%</b>	<b>0.72%</b>	<b>0.71%</b>	<b>0.58%</b>
<b>Total Full Time Employees</b>					<b>3</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>3</b>

**Oconee County, South Carolina  
Information Technology (711)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	711	10110	00000	Salary and Wages	293,166	339,235	398,950	421,125	430,678
10	711	20013	00000	Social Security	21,206	24,611	29,335	32,217	32,947
10	711	20014	00000	Retirement	42,357	52,215	65,688	73,850	75,627
10	711	20015	00000	Workers Compensation	2,501	3,017	5,575	3,386	3,066
10	711	20016	00000	Health Insurance	46,629	54,834	63,973	63,973	54,834
10	711	20027	00000	Dental	619	3,300	3,850	3,850	3,300
10	711	20028	00000	Vision	14	600	700	700	600
<b>Salary and Wage Totals</b>					<b>406,492</b>	<b>477,812</b>	<b>568,071</b>	<b>599,101</b>	<b>601,052</b>
10	711	30024	00000	Equipment Maintenance	76,966	52,522	79,020	124,000	150,000
10	711	30024	00073	Equipment Maintenance - GIS	50,000	50,000	55,000	59,000	59,000
10	711	30025	00000	Professional	32,706	17,151	7,547	20,000	20,000
10	711	30025	00073	Professional - GIS	6,000	11,073	14,573	10,000	17,000
10	711	30025	00371	Professional-Website	24,000	24,000	24,000	24,000	24,000
10	711	30037	00000	Equipment - Leased/Rented	40,630	40,630	40,630	78,000	78,000
10	711	30041	00000	Telecommunications	139,683	147,482	144,550	148,000	148,000
10	711	30056	00000	Data Processing	88,878	41,474	58,706	65,000	75,000
10	711	30059	00000	Copier Click Charges	344	250	345	300	400
10	711	30084	00000	Staff Development	-	-	750	2,500	2,500
10	711	40031	00000	Small Equipment	9,342	31,108	9,705	10,000	12,500
10	711	40031	00073	Small Equipment - GIS	-	-	-	1,500	1,500
10	711	40032	00000	Operational	2,434	3,968	2,943	4,000	4,500
10	711	40045	00000	IT Replacement EQ/Software (All Dept)	27,549	7,071	44,977	60,000	60,000
10	711	80711	00000	Vehicle Maintenance	508	414	1,740	2,000	2,000
10	711	81711	00000	Gasoline	2,129	2,032	3,987	4,000	4,000
<b>Expenditure Total</b>					<b>501,169</b>	<b>429,175</b>	<b>488,473</b>	<b>612,300</b>	<b>658,400</b>
<b>Department Total</b>					<b>907,661</b>	<b>906,987</b>	<b>1,056,544</b>	<b>1,211,401</b>	<b>1,259,452</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					138,764	85,275	77,242	112,801	119,127
<b>Cost in Tax Dollars</b>					768,897	821,712	979,302	1,098,600	1,140,325
<b>Estimated Millage</b>					1.41	1.46	1.67	1.87	1.89
<b>Percentage of General Fund Budget</b>					1.85%	1.66%	1.77%	2.03%	2.06%
<b>Total Full Time Employees</b>					5	5	6	6	6

**Oconee County, South Carolina  
Legislative Delegation (706)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	706	10110	00000	Salary and Wages	55,912	56,559	54,575	62,217	58,695
10	706	20013	00000	Social Security	4,207	4,275	4,366	4,759	4,490
10	706	20014	00000	Retirement	8,155	8,759	9,505	10,925	10,307
10	706	20015	00000	Workers Compensation	1,383	1,619	1,734	217	182
10	706	20016	00000	Health Insurance	11,341	9,139	9,139	9,139	9,139
10	706	20027	00000	Dental	39	500	550	550	550
10	706	20028	00000	Vision	16	100	100	100	100
<b>Salary and Wage Totals</b>					<b>81,053</b>	<b>80,951</b>	<b>79,969</b>	<b>87,907</b>	<b>83,463</b>
10	706	30018	00000	Travel	509	-		800	800
10	706	30059	00000	Copier Click Charges	1,081	990	928	750	750
10	706	30071	00000	Rent	11,400	11,400	11,400	11,400	11,400
10	706	40031	00000	Small Equipment	-	-		500	500
10	706	40032	00000	Operational	496	1,564	362	1,500	1,000
10	706	40033	00000	Postage	38	-		100	-
<b>Expenditure Total</b>					<b>13,524</b>	<b>13,954</b>	<b>12,690</b>	<b>15,050</b>	<b>14,450</b>
<b>Department Total</b>					<b>94,577</b>	<b>94,905</b>	<b>92,659</b>	<b>102,957</b>	<b>97,913</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					14,459	8,923	6,774	9,587	9,261
<b>Cost in Tax Dollars</b>					80,118	85,982	85,885	93,370	88,652
<b>Estimated Millage</b>					0.03	0.03	0.02	0.03	0.02
<b>Percentage of General Fund Budget</b>					0.19%	0.17%	0.16%	0.17%	0.16%
<b>Total Full Time Employees</b>					1	1	1	1	1

**Oconee County, South Carolina  
Library (206)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	206	10110	00000	Salary and Wages	665,933	673,847	668,830	786,981	740,811
10	206	10710	00000	Overtime	121	-	174	-	-
10	206	20013	00000	Social Security	48,525	48,941	48,503	60,204	56,672
10	206	20014	00000	Retirement	97,321	104,386	110,043	138,194	130,086
10	206	20015	00000	Workers Compensation	7,794	9,054	9,061	4,202	2,297
10	206	20016	00000	Health Insurance	189,663	173,641	173,641	173,641	173,641
10	206	20027	00000	Dental	4,441	10,450	10,450	10,450	10,450
10	206	20028	00000	Vision	201	1,900	1,900	1,900	1,900
<b>Salary and Wage Totals</b>					<b>1,013,999</b>	<b>1,022,219</b>	<b>1,022,602</b>	<b>1,175,572</b>	<b>1,115,857</b>
10	206	30024	00000	Equipment Maintenance	2,470	2,500	1,255	2,500	2,703
10	206	30025	00000	Professional	110,058	111,624	144,648	140,000	140,000
10	206	30041	00000	Telecommunications	912	912	1,147	1,000	1,000
10	206	30056	00000	Data Processing	26,216	27,716	28,289	28,817	29,477
10	206	30059	00000	Copier Click Charges	6,257	6,089	7,569	8,500	8,500
10	206	30068	00000	Advertising	-	-	-	-	-
10	206	30080	00000	Dues: Organizations	750	729	750	750	750
10	206	30084	00000	Staff Development	3,282	-	1,014	3,000	3,000
10	206	30090	00000	Commission Honoraria	900	900	900	900	900
10	206	33022	00207	Building/Grounds Maintenance -Walhalla	6,467	3,677	9,742	5,500	5,500
10	206	33022	00208	Building/Grounds Maintenance - Seneca	3,294	2,554	2,858	3,500	3,500
10	206	33022	00209	Building/Grounds Maintenance - Westminster	3,184	2,034	3,931	2,500	2,500
10	206	33022	00210	Building/Grounds Maintenance - Salem	2,121	4,235	2,585	2,020	2,020
10	206	34043	00207	Electricity - Walhalla	23,932	21,713	17,239	25,000	25,000
10	206	34043	00208	Electricity - Seneca	14,342	12,819	11,032	16,000	16,000
10	206	34043	00209	Electricity - Westminster	14,346	13,274	10,554	15,500	15,500
10	206	34043	00210	Electricity - Salem	5,000	5,000	5,000	5,000	5,000
10	206	34044	00207	Water/Sewer/Garbage - Walhalla	1,647	1,545	1,979	1,700	1,700
10	206	34044	00208	Water/Sewer/Garbage - Seneca	917	952	1,607	1,200	1,200
10	206	34044	00209	Water/Sewer/Garbage - Westminster	614	919	969	1,200	1,200
10	206	40031	00000	Small Equipment	2,894	5,300	5,453	2,800	2,800
10	206	40032	00000	Operational	8,943	11,207	6,652	8,000	8,000
10	206	40033	00000	Postage	347	667	33	500	500
10	206	40034	00000	Food	155	500	395	500	500
10	206	40045	00000	IT Replacement/Software	-	-	3,209	-	-
10	206	40101	00000	Books	85,573	85,732	92,456	85,000	85,000
10	206	40102	00000	Periodicals	22,200	22,197	22,200	22,200	22,500
10	206	40103	00000	Audio Visual	11,299	11,206	11,293	11,300	11,300
10	206	80206	00000	Vehicle Maintenance	886	1,988	2,718	1,500	1,500
10	206	81206	00000	Gasoline	2,091	2,315	3,957	3,000	4,000
10	206	82206	00000	Diesel	1,474	860	2,378	2,000	3,000
<b>Expenditure Total</b>					<b>362,571</b>	<b>361,164</b>	<b>403,812</b>	<b>401,387</b>	<b>404,550</b>
<b>Department Total</b>					<b>1,376,570</b>	<b>1,383,383</b>	<b>1,426,414</b>	<b>1,576,959</b>	<b>1,520,407</b>

**Oconee County, South Carolina  
Library (206)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Direct Revenue</b>									
10	80	805	11000	Library Fines and Fees	18,776	11,610	13,262	15,000	15,000
<b>Departmental Total Direct Revenue</b>					<b>18,776</b>	<b>11,610</b>	<b>13,262</b>	<b>15,000</b>	<b>15,000</b>
Other Revenue					210,451	130,066	104,283	146,840	143,810
<b>Cost in Tax Dollars</b>					1,147,343	1,241,707	1,308,869	1,415,119	1,361,597
<b>Estimated Millage</b>					2.10	2.21	2.23	2.41	2.26
<b>Percentage of General Fund Budget</b>					2.81%	2.52%	2.39%	2.64%	2.49%
<b>Total Full Time Employees</b>					19	19	19	19	19

Description				FY 2020 Actual	FY 2021 Actual	FY 2022 Approved 6/22/2021	FY 2023 Administrator Recommended	FY 2023 Administrator Recommended
<b>Maintenance of Effort</b>				1,376,570	1,383,383	1,426,414	1,576,959	1,520,407
						49,844	200,389	137,024
<b>No one time capital is to be included in totals.</b>								

**Oconee County, South Carolina  
Magistrate (509)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	509	10110	00000	Salary and Wages	496,130	523,121	535,867	627,809	568,724
10	509	10710	00000	Overtime	257	577	1,962	500	3,000
10	509	20013	00000	Social Security	37,339	38,161	39,622	42,941	43,737
10	509	20014	00000	Retirement	83,010	88,854	96,976	105,885	108,755
10	509	20015	00000	Workers Compensation	3,753	3,934	8,619	9,794	9,384
10	509	20016	00000	Health Insurance	93,649	82,252	82,251	82,251	82,251
10	509	20027	00000	Dental	860	4,950	4,950	4,950	4,950
10	509	20028	00000	Vision	67	900	900	900	900
<b>Salary and Wage Totals</b>					<b>715,065</b>	<b>742,749</b>	<b>771,147</b>	<b>875,030</b>	<b>821,701</b>
10	509	30018	00000	Travel	346	-	4	400	400
10	509	30026	00000	Court Expenditures	5,784	2,280	8,470	15,000	15,000
10	509	30041	00000	Telecommunications	342	-	106	500	500
10	509	30056	00000	Data Processing	25,000	25,000	25,000	25,000	25,000
10	509	30059	00000	Copier Click Charges	3,952	4,167	5,829	5,500	5,500
10	509	30071	00000	Rent	23,760	23,760	1,482	23,760	23,760
10	509	30080	00000	Dues: Organizations	585	325	785	600	600
10	509	30084	00000	Staff Development	3,406	-	3,444	3,000	6,000
10	509	33022	00000	Building/Grounds Maintenance	1,780	1,462	1,310	10,000	10,000
10	509	34042	00000	Gas and Fuel Oil - Walhalla	559	540	858	1,000	1,150
10	509	34043	00000	Electricity	8,800	8,822	10,408	12,000	12,000
10	509	34044	00000	Water/Sewer/Garbage - Seneca	662	973	721	1,000	1,000
10	509	40031	00000	Small Equipment	915	-	2,312	2,500	2,500
10	509	40032	00000	Operational	3,839	4,505	7,183	5,500	5,500
10	509	40034	00000	Food	17	139	106	500	500
10	509	40045	00000	IT Replacement Equipment/Software	3,104	99	3,828	5,000	5,000
10	509	50850	00034	Capitl Building Westminster Mag	-	-	431,221		
10	509	80509	00000	Vehicle Maintenance	445	17	669	1,500	1,500
10	509	81509	00000	Gasoline	710	668	1,639	2,000	2,000
<b>Expenditure Total</b>					<b>84,005</b>	<b>72,757</b>	<b>505,375</b>	<b>114,760</b>	<b>117,910</b>
<b>Department Total</b>					<b>799,070</b>	<b>815,506</b>	<b>1,276,522</b>	<b>989,790</b>	<b>939,611</b>
<b>Direct Revenue</b>									
10	80	805	16001	Magistrate Fines	227,101	239,193	255,207	220,000	244,313
10	80	805	16002	Magistrate Court Fees	1,420	1,371	2,729	-	2,500
10	80	805	16003	Magistrate Civil Paper Fees	92,008	85,401	84,196	85,000	85,000
10	80	805	16004	25% Boating Fines Retained	689	1,049	1,192	1,100	1,200
10	80	805	16016	Liter Fines (90% GF)	2,630	1,004	559	1,500	1,000
10	80	805	16030	Magistrate Collection Cost	2,451	2,631	2,660	2,500	2,500
<b>Departmental Total Direct Revenue</b>					<b>227,101</b>	<b>239,193</b>	<b>255,207</b>	<b>220,000</b>	<b>244,313</b>
<b>Other Revenue</b>					122,163	76,674	93,325	92,165	88,874
<b>Cost in Tax Dollars</b>					449,807	499,639	927,990	677,625	606,424
<b>Estimated Millage</b>					0.82	0.89	1.58	1.16	1.01
<b>Percentage of General Fund Budget</b>					1.63%	1.49%	2.14%	1.66%	1.54%
<b>Total Full Time Employees</b>					9	9	9	9	10



**Oconee County, South Carolina  
Non-Departmental (709)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	709	20013	00000	Misc Social Security	922	-	-	-	-
10	709	20014	00000	Retirement Reimb	(372,676)	-	-	-	-
10	709	20015	00000	Workers Compensation	-	(169,871)	-	-	-
10	709	20016	00000	Health Insurance - Overage	-	1,239,293	2,512,552	-	-
10	709	20029	00000	Retiree Health Stipend	179,230	176,521	190,890	150,000	200,000
10	709	20032	00000	Pcori Fee	2,720	2,846	3,055	-	4,000
10	709	30025	00000	Professional	-	-	150,015	-	-
10	709	30025	00025	Professional Quarterly Shred	-	-	-	5,000	-
10	709	30037	00000	Mail Machine	4,594	4,594	339	5,000	5,000
10	709	30041	00000	Telecommunications	142,679	154,224	143,094	150,000	145,000
10	709	30066	00000	P & L Insurance	951,863	1,164,487	1,109,544	1,200,000	1,150,000
10	709	30068	00000	Advertising	250,208	243,140	214,133	225,000	220,000
10	709	30780	00000	Unemployment	7,957	13,101	-	15,000	10,000
10	709	40032	00019	Community Safety	-	65,549	20,907	100,000	66,000
10	709	40031	00000	Non Capital Equipment	500	1,587	143	-	-
10	709	40032	00000	Operational	14	469	327	-	-
10	709	40033	00000	Postage	61,664	51,356	81,138	60,000	80,000
10	709	30025	00017	Health Clinic at Pine Street	35,577	17,193	-	25,000	20,000
10	709	50840	00106	Pine Street Security Implementation	-	-	-	-	-
10	709	50860	00000	Capital Land	-	-	96,911	-	-
10	709	50860	00094	Capital Land-Bountyland Substation	-	-	100,915	-	-
10	709	XXXXX	00190	Covid 19	134,773	247,862	19,043	-	-
10	709	XXXXX	00191	Tornado	90,415	77,634	-	-	-
10	709	XXXXX	00192	Flood Event	47,905	109,473	8,800	-	-
					<b>1,538,345</b>	<b>3,399,458</b>	<b>4,651,806</b>	<b>1,935,000</b>	<b>1,900,000</b>

Debt Service									
10	709	55100	02015	2015 Lease-Principal Payoff 10/01/2020 \$4,200,000 Last Payment FY 20/21 10/01/2020 \$866,278.65	870,995	848,088	-	-	-
10	709	55200	02015	2015 Lease-Interest Payoff 10/01/2020 \$4,200,000	21,123	19,519	-	-	-
10	709	55100	02018	Principal Payment - 2018 BB&T Capital Lease Last Payment FY 23/24 06/01/2024 \$365,000	57,968	59,765	61,618	63,528	65,497
10	709	55200	02018	Interest Payment - 2018 BB&T Capital Lease Purchase	-	7,763	5,910	4,000	2,030
10	709	55300	02018	Issuance Cost - 2018 Capital Lease Purchase	-	-	-	-	-
10	709	55100	02019	2019 Lease - Principal BB&T Payoff 11/22/2024 2.2M	-	422,833	431,247	439,829	448,582
10	709	55200	02019	2019 Lease - Interest BB&T	9,560	43,780	35,366	26,784	18,031
10	709	55300	02019	Issuance Cost - 2019 Capital Lease Purchase	23,000.00	-	-	-	-
10	709	55100	02020	2020 Lease - Principal JCI - TD Equip Finance - Pay off 01/01/2036	-	-	157,357	158,572	165,248
10	709	55200	02020	2020 Lease - Interest - TD Equip Finance	-	-	47,044	49,861	47,338
10	709	55300	02020	2020 Lease - Issuance Cost GASB Lease Principal	-	-	147,754	-	-
<b>Expenditure Total</b>					<b>982,646</b>	<b>1,401,748</b>	<b>886,296</b>	<b>742,574</b>	<b>746,726</b>
<b>Department Total</b>					<b>2,520,991</b>	<b>4,801,206</b>	<b>5,538,102</b>	<b>2,677,574</b>	<b>2,646,726</b>

**Oconee County, South Carolina  
Non-Departmental (709)  
2023-2024 Budget**

Direct Revenue					
<b>Departmental Total Direct Revenue</b>	-	-	-	-	-
<b>Other Revenue</b>	385,412	451,410	404,882	249,325	250,344
<b>Cost in Tax Dollars</b>	2,135,579	4,349,796	5,133,220	2,428,249	2,396,382
<b>Estimated Millage</b>	3.91	7.75	8.75	4.14	3.97
<b>Percentage of General Fund Budget</b>	5.15%	8.76%	9.28%	4.49%	4.34%
<b>Total Full Time Employees</b>	-	-	-	-	-

**Oconee County, South Carolina  
Parks, Recreation, and Tourism (202)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10 202 10110 00000	Salary and Wages	165,634	163,803	171,860	391,670	321,670			
10 202 10710 00000	Overtime	634	161	43	-	-			
10 202 20013 00000	Social Security	11,524	11,454	12,038	29,963	24,608			
10 202 20014 00000	Retirement	23,078	25,382	28,462	68,638	56,485			
10 202 20015 00000	Workers Compensation	7,591	8,899	10,450	7,485	6,679			
10 202 20016 00000	Health Insurance	32,577	45,695	45,695	63,973	45,695			
10 202 20027 00000	Dental	478	2,750	2,750	3,850	2,750			
10 202 20028 00000	Vision	53	500	500	700	500			
<b>Salary and Wage Totals</b>		<b>241,569</b>	<b>258,644</b>	<b>271,798</b>	<b>566,279</b>	<b>458,387</b>			
10 202 30059 00000	Copier Click Charges	1,406	787	1,253	1,500	1,500			
10 202 30068 00000	Advertising	159	-	-	-	-			
10 202 30080 00000	Dues: Organizations	1,096	1,255	1,361	1,175	1,175			
10 202 30084 00000	Staff Development	6,901	3,723	8,776	7,000	7,000			
10 202 30090 00000	Commission Honoraria	700	700	700	700	700			
10 202 30901 00000	Recreation - District 1	30,000	30,000	30,000	50,000	50,000			
10 202 30902 00000	Recreation - District 2	30,000	30,000	30,000	50,000	50,000			
10 202 30903 00000	Recreation - District 3	30,000	30,000	30,000	50,000	50,000			
10 202 30904 00000	Recreation - District 4	30,000	30,000	30,000	50,000	50,000			
10 202 30905 00000	Recreation - District 5	30,000	30,000	30,000	50,000	50,000			
10 202 34043 62051	Electricity - Fairplay Rec Area	1,096	968	959	1,400	1,400			
10 202 34043 62052	Electricity - Lawrence Br. Rec Area	662	604	746	1,000	1,000			
10 202 34043 62053	Electricity - Mullins Ford Landing	1,443	1,374	1,369	1,500	1,500			
10 202 34043 62058	Electricity-Friendship Rec Area	-	272	2,677	1,400	1,400			
10 202 34044 62051	Water/Sewer - Fairplay Rec Area	740	615	457	600	600			
10 202 34044 62052	Water/Sewer-Lawrence Bridge Rec	321	339	365	600	600			
10 202 34044 62058	Water/Sewer-Friendship Rec Area	-	184	451	600	600			
10 202 34044 62060	Creek	-	-	-	-	600			
10 202 40027 00000	Safety Equipment	3,420	2,533	4,533	3,050	3,500			
10 202 40031 00000	Small Equipment	477	1,000	454	1,000	1,000			
10 202 40032 00000	Operational	1,127	2,263	1,676	3,500	3,500			
10 202 40034 00000	Food	198	61	194	200	200			
10 202 40065 00000	Uniforms/Clothing	254	242	360	400	400			
10 202 40102 00000	Magazines/Newspapers	-	-	-	-	-			
10 202 60735 00000	General Gravel Use	2,269	224	3,226	4,000	4,000			
10 202 80202 00000	Vehicle Maintenance	20,728	17,189	18,056	13,000	20,000			
10 202 81202 00000	Gasoline	14,283	15,660	24,930	20,000	20,000			
10 202 82202 00000	Diesel	841	393	1,010	1,100	1,100			
10 202 95100 20221	Visit Oconee	85,000	85,000	85,000	75,000	75,000			
10 202 95100 20223	Foothills YMCA	2,500	2,500	2,500	2,500	2,500			
10 202 95100 20228	Oconee Heritage Center Museum	35,000	35,000	35,000	5,000	5,000			
10 202 95100 20234	Arts and Historical Commission	4,143	6,000	3,000	7,500	5,000			
10 202 99999 00000	Miscellaneous Grant Match	-	-	-	-	-			
<b>Expenditure Total</b>		<b>334,764</b>	<b>328,886</b>	<b>349,053</b>	<b>403,725</b>	<b>409,275</b>			
<b>Department Total</b>		<b>576,333</b>	<b>587,530</b>	<b>620,851</b>	<b>970,004</b>	<b>867,662</b>			

**Oconee County, South Carolina  
Parks, Recreation, and Tourism (202)  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Direct Revenue</b>						
<b>Departmental Total Direct Revenue</b>		-	-	-	-	-
<b>Other Revenue</b>		88,110	55,240	45,389	90,323	82,069
<b>Cost in Tax Dollars</b>		488,223	532,290	575,462	879,681	785,593
<b>Estimated Millage</b>		0.89	0.95	0.98	1.50	1.30
<b>Percentage of General Fund Budget</b>		1.18%	1.07%	1.04%	1.63%	1.42%
<b>Total Full Time Employees</b>		5	5	5	5	5

**Oconee County, South Carolina  
Planning Department (712)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	712	10110	00000	Salary and Wages	161,895	144,675	176,748	214,786	249,983
10	712	10710	00000	Overtime	306	54	44	-	
10	712	20013	00000	Social Security	11,712	10,693	12,950	16,431	19,124
10	712	20014	00000	Retirement	23,642	22,698	28,349	37,946	43,897
10	712	20015	00000	Workers Compensation	3,886	3,192	5,810	6,303	6,875
10	712	20016	00000	Health Insurance	32,477	36,556	36,556	36,556	45,695
10	712	20027	00000	Dental	933	2,200	2,200	2,200	2,750
10	712	20028	00000	Vision	83	400	400	400	500
<b>Salary and Wage Totals</b>					<b>234,934</b>	<b>220,468</b>	<b>263,057</b>	<b>314,622</b>	<b>368,824</b>
10	712	30025	00000	Professional	37,087	1,775	14,542	100,000	50,000
10	712	30056	00000	Data Processing	1,625	-	1,212	3,000	-
10	712	30059	00000	Copies	2,318	959	1,029	1,200	1,300
10	712	30080	00000	Dues: Organizations	838	366	326	1,000	1,000
10	712	30084	00000	Staff Development	912	99	4,279	5,000	6,000
10	712	30090	00000	Commission Honoraria	4,600	3,425	3,375	5,000	4,000
10	712	40027	00000	Safety Equipment	105	222	1,132	1,000	1,000
10	712	40031	00000	Non-Cap Equipment	650	318	10,896	1,500	4,000
10	712	40032	00000	Operational	2,069	868	2,408	3,500	3,000
10	712	40034	00000	Food	-	37	54	250	250
10	712	40045	00000	IT Replacement Equipment/Software	896	-	1,452	2,000	2,000
10	712	40065	00000	Clothing/Uniforms		528	323	500	500
10	712	80712	00000	Vehicle Maintenance	93	405	27,483	2,000	2,000
10	712	81712	00000	Gasoline	578	604	3,909	4,000	4,000
<b>Expenditure Total</b>					<b>51,771</b>	<b>9,606</b>	<b>72,420</b>	<b>129,950</b>	<b>79,050</b>
<b>Department Total</b>					<b>286,705</b>	<b>230,074</b>	<b>335,477</b>	<b>444,572</b>	<b>447,874</b>
<b>Direct Revenue</b>									
10	80	805	13724	Land Use Appeals - Planning	800	2,850	4,250	2,500	3,000
10	80	805	13753	Zoning Permit Fees	21,775	25,035	28,850	25,000	30,000
<b>Departmental Total Direct Revenue</b>					<b>22,575</b>	<b>27,885</b>	<b>33,100</b>	<b>27,500</b>	<b>33,000</b>
<b>Other Revenue</b>					43,832	21,632	24,526	41,397	42,363
<b>Cost in Tax Dollars</b>					220,298	180,557	277,851	375,675	372,511
<b>Estimated Millage</b>					0.40	0.32	0.47	0.64	0.62
<b>Percentage of General Fund Budget</b>					0.59%	0.42%	0.56%	0.74%	0.73%
<b>Total Full Time Employees</b>					4	4	4	4	5

**Oconee County, South Carolina  
Probate Court (502)  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10 502 10110 00000	Salary and Wages	227,148	225,827	187,279	232,963	266,331
10 502 10710 00000	Overtime	1,105	-	90	-	500
10 502 20013 00000	Social Security	16,428	16,204	13,690	17,860	20,413
10 502 20014 00000	Retirement	33,984	36,830	31,930	40,997	46,856
10 502 20015 00000	Workers Compensation	2,493	2,799	3,098	2,805	3,043
10 502 20016 00000	Health Insurance	47,861	45,695	45,695	45,695	45,695
10 502 20027 00000	Dental	1,003	2,750	2,750	2,750	2,750
10 502 20028 00000	Vision	48	500	500	500	500
<b>Salary and Wage Totals</b>		<b>330,070</b>	<b>330,605</b>	<b>285,032</b>	<b>343,570</b>	<b>386,088</b>
10 502 30018 00000	travel					1,000
10 502 30024 00000	Equipment Maintenance	2,400	2,400	3,000	2,400	2,400
10 502 30025 00000	Professional	-	9,037	38,197	10,000	30,000
10 502 30026 00000	Court Expenditures	1,249	727	4,837	5,000	8,300
10 502 30041 00000	Telecommunications	450	-	-	400	400
10 502 30059 00000	Copier Click Charges	2,758	2,116	3,955	3,600	3,600
10 502 30080 00000	Dues: Organizations	680	275	382	800	1,605
10 502 30084 00000	Staff Development	2,826	1,638	3,047	3,300	6,000
10 502 40031 00000	Small Equipment	3,039	1,362	1,288	1,400	1,400
10 502 40032 00000	Operational	8,419	10,820	6,299	8,000	9,000
10 502 40034 00000	Food	69	505	40	100	600
10 502 40045 00000	IT Replacement Equipment/Software	1,348	-	1,909	1,500	1,500
10 502 80502 00000	Vehicle Maintenance Probate Judge	44	349	119	800	800
10 502 81502 00000	Gasoline Probate Court	451	311	211	800	2,860
<b>Expenditure Total</b>		<b>23,733</b>	<b>29,540</b>	<b>63,284</b>	<b>38,100</b>	<b>69,465</b>
<b>Department Total</b>		<b>353,803</b>	<b>360,145</b>	<b>348,316</b>	<b>381,670</b>	<b>455,553</b>
<b>Direct Revenue</b>						
10 080 00805 12301	Probate Judge Estates	143,921	179,141	197,607	150,000	175,000
10 080 00805 12302	Probate Judge Advertising	68,063	151,792	140,144	150,000	150,000
10 080 00805 12304	Probate Judge Marriage Licenses	7,318	10,813	9,085	10,000	12,500
10 080 00805 12305	Probate Judge Returns	310	350	360	100	350
10 080 00805 12306	Miscellaneous - Probate Judge	17,822	15,420	29,992	15,000	20,000
10 080 00805 12307	Probate Judge Marriage Certificates	5,700	5,283	6,417	5,500	6,000
10 080 00805 12308	Probate Judge Marriage Ceremony	5,060	3,550	4,292	3,500	4,000
10 080 00805 22300	Probate Judge Supplement	1,575	1,575	1,575	1,576	15,000
<b>Departmental Total Direct Revenue</b>		<b>249,769</b>	<b>367,924</b>	<b>389,472</b>	<b>335,676</b>	<b>382,850</b>
<b>Other Revenue</b>		54,090	33,861	25,465	35,540	43,089
<b>Cost in Tax Dollars</b>		49,944	(41,640)	(66,621)	10,454	29,614
<b>Estimated Millage</b>		0.09	-0.07	-0.11	0.02	0.05
<b>Percentage of General Fund Budget</b>		0.72%	0.66%	0.58%	0.64%	0.75%
<b>Total Full Time Employees</b>		5	5	5	5	6

**Oconee County, South Carolina  
Procurement (713)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	713	10110	00000	Salary and Wages	99,057	104,918	113,783	153,203	157,401
10	713	10710	00000	Overtime	112	27	55	-	
10	713	20013	00000	Social Security	7,063	7,524	8,144	11,720	12,041
10	713	20014	00000	Retirement	14,450	16,197	18,709	26,902	27,640
10	713	20015	00000	Workers Compensation	318	372	471	536	488
10	713	20016	00000	Health Insurance	18,351	18,278	18,278	27,417	27,417
10	713	20027	00000	Dental	716	1,100	1,100	1,650	1,650
10	713	20028	00000	Vision	71	200	200	300	300
<b>Salary and Wage Totals</b>					<b>140,138</b>	<b>148,616</b>	<b>160,740</b>	<b>221,728</b>	<b>226,937</b>
10	713	30018	00000	Travel	439	-	236	500	500
10	713	30056	00000	Data Processing	550	11,075	12,384	12,500	15,501
10	713	30059	00000	Copier Click Charges	1,378	2,515	1,626	1,800	1,900
10	713	30068	00000	Advertising	-	-	-	-	-
10	713	30080	00000	Dues: Organizations	1,737	1,737	1,737	1,800	1,950
10	713	30084	00000	Staff Development	1,885	1,083	2,143	4,500	4,500
10	713	40031	00000	Small Equipment	1,311	2,118	7,112	2,000	2,000
10	713	40032	00000	Operational	1,060	1,327	913	2,500	2,500
10	713	40034	00000	Food	-	-	-	-	-
10	713	40045	00000	IT Replacement Equipment/Software	2,521	-	-	2,500	-
10	713	40065	00000	Clothing/Uniforms	-	200	-	400	600
10	713	40102	00000	Subscription	-	150	150	150	175
<b>Expenditure Total</b>					<b>10,881</b>	<b>20,205</b>	<b>26,301</b>	<b>28,650</b>	<b>29,626</b>
<b>Department Total</b>					<b>151,019</b>	<b>168,821</b>	<b>187,041</b>	<b>250,378</b>	<b>256,563</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>23,088</b>	<b>15,873</b>	<b>13,674</b>	<b>23,314</b>	<b>24,267</b>
<b>Cost in Tax Dollars</b>					<b>127,931</b>	<b>152,948</b>	<b>173,367</b>	<b>227,064</b>	<b>232,296</b>
<b>Estimated Millage</b>					<b>0.23</b>	<b>0.27</b>	<b>0.30</b>	<b>0.39</b>	<b>0.39</b>
<b>Percentage of General Fund Budget</b>					<b>0.31%</b>	<b>0.31%</b>	<b>0.31%</b>	<b>0.42%</b>	<b>0.42%</b>
<b>Total Full Time Employees</b>					<b>2</b>	<b>2</b>	<b>2</b>	<b>3</b>	<b>3</b>

**Oconee County, South Carolina  
Public Defender (510)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	510	95100	20204	Oconee County Public Defender	240,000	240,000	250,000	250,000	250,000
				<b>Department Total</b>	<b>240,000</b>	<b>240,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>
<b>Direct Revenue</b>									
<b>Departmental Total Direct Revenue</b>					-	-	-	-	-
<b>Other Revenue</b>					36,691	22,565	18,277	23,279	23,647
<b>Cost in Tax Dollars</b>					203,309	217,435	231,723	226,721	226,353
<b>Estimated Millage</b>					0.37	0.39	0.40	0.39	0.38
<b>Percentage of General Fund Budget</b>					0.49%	0.44%	0.42%	0.42%	0.41%
<b>Total Full Time Employees</b>					-	-	-	-	-



**Oconee County, South Carolina  
Register of Deeds (735)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	735	10110	00000	Salary and Wages	160,420	162,635	173,968	184,306	179,073
010	735	10710	00000	Overtime	-	-	135	500	850
010	735	20013	00000	Social Security	11,081	11,350	12,225	14,164	13,764
010	735	20014	00000	Retirement	23,373	25,193	28,662	32,514	31,594
010	735	20015	00000	Workers Compensation	514	583	732	649	558
010	735	20016	00000	Health Insurance	38,468	36,556	36,556	36,556	36,556
010	735	20027	00000	Dental	382	2,200	2,200	2,200	2,200
010	735	20028	00000	Vision	30	400	400	400	400
<b>Salary and Wage Totals</b>					<b>234,268</b>	<b>238,917</b>	<b>254,878</b>	<b>271,289</b>	<b>264,995</b>
010	735	30024	00000	Equipment Maintenance	-	3,992	270	2,300	2,500
010	735	30037	00000	Equipment Rental	-	-	-	-	-
010	735	30056	00000	Data Processing	49,300	50,192	50,164	56,000	52,000
010	735	30059	00000	Copier Click Charges	2,000	1,720	1,898	3,000	4,500
010	735	30080	00000	Dues: Organizations	220	235	235	320	320
010	735	30084	00000	Staff Development	670	-	-	1,000	1,000
010	735	40031	00000	Small Equipment	-	1,253	18,003	2,000	1,500
010	735	40032	00000	Operational	3,694	5,400	2,776	6,000	7,000
010	735	40045	00000	IT Replacement EQ/Software	674	-	-	-	-
<b>Expenditure Total</b>					<b>56,558</b>	<b>62,792</b>	<b>73,346</b>	<b>70,620</b>	<b>68,820</b>
<b>Department Total</b>					<b>290,826</b>	<b>301,709</b>	<b>328,224</b>	<b>341,909</b>	<b>333,815</b>
<b>Direct Revenue</b>									
010	080	00805	14100	Register of Deeds	1,003,351	1,437,784	1,734,133	1,500,000	1,750,000
10	80	805	11902	3% State Document Fee	49,483	74,867	96,778	60,000	90,000
010	081	00810	21400	Register of Deeds Supplemental Salary	1,575	1,575	1,575	1,576	1,575
<b>Departmental Total Direct Revenue</b>					<b>1,054,409</b>	<b>1,514,226</b>	<b>1,832,486</b>	<b>1,561,576</b>	<b>1,841,575</b>
<b>Other Revenue</b>					44,462	28,367	23,996	31,837	31,574
<b>Cost in Tax Dollars</b>					(808,045)	(1,240,884)	(1,528,258)	(1,251,504)	(1,539,334)
<b>Estimated Millage</b>					-0.82	-0.89	-1.72	-1.41	-2.07
<b>Percentage of General Fund Budget</b>					0.59%	0.55%	0.55%	0.57%	0.55%
<b>Total Full Time Employees</b>					4	4	4	4	4

**Oconee County, South Carolina  
Roads and Bridges (601)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	601	10110	00000	<b>Salary and Wages</b>	1,334,330	1,311,427	1,277,508	1,634,066	1,610,350
10	601	10710	00000	<b>Overtime</b>	19,982	26,824	46,389	40,000	43,000
10	601	20013	00000	<b>Social Security</b>	98,228	97,249	96,474	124,471	126,481
10	601	20014	00000	<b>Retirement</b>	201,008	207,305	217,463	282,716	290,328
10	601	20015	00000	<b>Workers Compensation</b>	113,574	124,125	137,780	135,336	127,605
10	601	20016	00000	<b>Health Insurance</b>	332,665	329,004	329,004	329,004	338,143
10	601	20027	00000	<b>Dental</b>	6,954	19,800	19,800	19,800	20,350
10	601	20028	00000	<b>Vision</b>	306	3,600	3,600	3,600	3,700
<b>Salary and Wage Totals</b>					<b>2,107,047</b>	<b>2,119,334</b>	<b>2,128,018</b>	<b>2,568,993</b>	<b>2,559,957</b>
10	601	30024	00000	<b>Equipment Maintenance</b>	3,665	2,970	1,973	4,000	4,000
10	601	30025	00000	<b>Professional</b>	5,313	210	3,187	7,500	7,500
10	601	30037	00000	<b>Equipment Rental (Crusher &amp; Screen)</b>	-	1,061	2,353	10,000	10,000
10	601	30056	00000	<b>Data Processing</b>	1,107	1,119	1,232	1,500	1,500
10	601	30059	00000	<b>Copier Click Charges</b>	1,940	1,483	1,355	2,500	2,500
10	601	30080	00000	<b>Dues: Organizations</b>	-	886	232	1,240	1,240
10	601	30084	00000	<b>Staff Development</b>	2,661	574	2,000	5,000	5,000
10	601	30091	00000	<b>Special Departmental Supplies</b>	-	699	2,499	1,200	1,500
10	601	33022	00000	<b>Building/Grounds Maintenance</b>	2,885	13,797	4,409	3,000	3,000
10	601	34042	00000	<b>Gas and Fuel Oil</b>	2,215	2,710	2,870	3,500	3,500
10	601	34043	00000	<b>Electricity</b>	12,596	12,503	11,380	14,000	14,000
10	601	34044	00000	<b>Water/Sewer/Garbage</b>	2,754	3,065	3,067	3,200	3,200
10	601	40027	00000	<b>Safety Equipment</b>	10,499	11,454	12,368	13,000	13,000
10	601	40031	00000	<b>Small Equipment</b>	38,403	22,022	8,204	18,000	18,000
10	601	40032	00000	<b>Operational</b>	(525)	1,372	1,471	2,500	2,500
10	601	40034	00000	<b>Food</b>	1,349	1,828	2,433	3,000	3,500
10	601	40045	00000	<b>IT Replacement Equipment/Software</b>	2,126	-	-	-	-
10	601	40065	00000	<b>Uniforms/Clothing</b>	11,022	12,318	9,896	16,000	16,000
10	601	60735	00000	<b>General Gravel Use</b>	-	11,763	-	-	-
10	601	80601	00000	<b>Vehicle Maintenance</b>	209,550	299,156	201,486	300,000	325,000
10	601	81601	00000	<b>Gasoline</b>	28,842	33,260	45,708	40,000	50,000
10	601	82601	00000	<b>Diesel</b>	100,361	102,189	133,298	125,000	175,000
<b>Expenditure Total</b>					<b>436,763</b>	<b>536,439</b>	<b>451,421</b>	<b>574,140</b>	<b>659,940</b>
<b>Department Total</b>					<b>2,543,810</b>	<b>2,655,773</b>	<b>2,579,439</b>	<b>3,143,133</b>	<b>3,219,897</b>

**Oconee County, South Carolina  
Roads and Bridges (601)  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Direct Revenue</b>						
10 80 805 10601	Encroachment Fees - Roads and Bridges	18,445	31,959	24,642	30,000	30,000
10 80 805 60003	Storm Water Assistance Fund	10,743	5,715	8,463	6,000	4,000
10 80 805 60105	Sign Fees - Roads and Bridges	2,672	5,044	3,043	5,000	4,000
<b>Departmental Total Direct Revenue</b>		<b>31,860</b>	<b>42,718</b>	<b>36,148</b>	<b>41,000</b>	<b>38,000</b>
<b>Other Revenue</b>		388,900	249,696	188,579	292,675	304,558
<b>Cost in Tax Dollars</b>		2,123,050	2,363,359	2,354,712	2,809,458	2,877,339
<b>Estimated Millage</b>		3.89	4.21	4.01	4.79	4.77
<b>Percentage of General Fund Budget</b>		5.20%	4.85%	4.32%	5.27%	5.28%
<b>Total Full Time Employees</b>		36	36	37	37	37

**Oconee County, South Carolina  
Sheriff (101)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	101	10110	00000	Salary and Wages	5,221,812	5,157,537	5,359,727	6,325,016	6,277,785
10	101	10710	00000	Overtime	379,729	357,662	332,688	310,000	310,000
10	101	20013	00000	Social Security	407,985	402,384	416,514	510,256	503,966
10	101	20014	00000	Retirement	960,703	993,066	1,080,941	1,312,220	1,320,665
10	101	20015	00000	Workers Compensation	193,160	210,503	251,719	240,719	219,606
10	101	20016	00000	Health Insurance	1,051,948	997,391	1,033,836	1,151,514	1,096,680
10	101	20027	00000	Dental	45,507	59,950	62,150	69,300	66,000
10	101	20028	00000	Vision	1,195	10,900	11,300	12,600	12,000
10	101	10110	00000	Extra Duty Pay	48,998	63,992	109,363	-	-
<b>Salary and Wage Totals</b>					<b>8,311,037</b>	<b>8,253,385</b>	<b>8,658,238</b>	<b>9,931,625</b>	<b>9,806,702</b>
10	101	30018	00000	Travel	-	-	(6,422)	-	-
10	101	30024	00000	Equipment Maintenance	6,878	5,508	3,448	9,500	9,500
10	101	30025	00000	Professional	90,643	87,354	99,966	125,000	125,000
10	101	30025	00260	Professional Sheriff Dept	4,053	-	-	-	-
10	101	30056	00000	Data Processing	31,301	86,734	85,322	125,000	210,000
10	101	30059	00000	Copier Click Charges	9,200	8,367	11,403	10,000	11,000
10	101	30062	00000	Medical	3,898	3,097	3,410	6,500	6,500
10	101	30080	00000	Dues: Organizations	6,180	6,285	6,416	6,500	6,500
10	101	30084	00000	Staff Development	24,332	38,213	39,232	42,000	47,000
10	101	33022	00260	Maint. Bldg/Grds-Sheriffs Dept Fire	3,502	521	2,260	-	-
10	101	34043	00000	Electricity	3,449	3,806	4,057	3,000	4,000
10	101	34044	00000	Water/Sewer/Garbage	764	418	501	500	500
10	101	40031	00000	Small Equipment	37,501	53,114	44,780	43,000	53,000
10	101	40031	00260	Non-Cap Equipment	30,284	44,306	-	-	-
10	101	40032	00000	Operational	41,334	36,888	41,391	45,000	45,000
10	101	40033	00000	Postage	113	2,291	621	600	600
10	101	40034	00000	Food	2,577	1,856	2,234	3,500	3,500
10	101	40045	00000	IT Replacement Equipment/Software	41,315	31,658	26,016	29,000	29,000
10	101	40045	00260	IT Equipment/Software Sheriff	6,312	-	-	-	-
10	101	40065	00000	Uniforms/Clothing	90,205	80,607	138,745	110,000	110,000
10	101	40065	00004	Clothing for Plain Clothes Officers	24,358	26,949	27,073	27,900	27,900
10	101	40353	00000	Firing Range	64,317	57,360	60,052	75,000	85,000
10	101	40354	00000	Sub-Station	869	3,215	1,939	3,500	3,500
10	101	60402	00155	DSS Child Support (Federal)	4,895	3,902	4,537	4,500	-
10	101	60444	00000	Helicopter Maintenance	7,889	7,673	8,586	8,500	8,500
10	101	60735	00000	General Gravel Use	153	-	-	-	-
10	101	80101	00000	Vehicle Maintenance	169,224	217,268	277,328	145,000	155,000
10	101	81101	00000	Gasoline	272,669	269,987	466,681	320,000	375,000
10	101	82101	00000	Diesel	409	228	645	750	750
10	101	99999	00000	Miscellaneous Grant Match	-	-	-	10,000	10,000
<b>Expenditure Totals</b>					<b>978,624</b>	<b>1,077,605</b>	<b>1,350,221</b>	<b>1,154,250</b>	<b>1,326,750</b>
<b>Department Total</b>					<b>9,289,661</b>	<b>9,330,990</b>	<b>10,008,459</b>	<b>11,085,875</b>	<b>11,133,452</b>

**Oconee County, South Carolina  
Sheriff (101)  
2023-2024 Budget**

Direct Revenue									
10	80	805	900	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	200,000
10	80	805	10400	Sheriff Civil Fees	7,900	7,495	7,585	6,000	7,500
10	80	805	10401	Miscellaneous - Sheriff	44,453	43,263	23,787	43,000	43,000
10	80	805	16024	Litter Fine In Lieu of Pickup	840	720	480	-	500
10	80	810	20400	Sheriff Supplement	1,575	1,575	1,575	1,576	15,000
10	80	810	60460	Resource Officer Reimbursement	609,098	662,901	547,458	600,354	625,010
10	80	830	25600	Sheriff Title IVD Service of Process	5,379	4,472	8,976	9,500	9,000
<b>Departmental Total Direct Revenue</b>					<b>784,833</b>	<b>800,548</b>	<b>732,841</b>	<b>740,430</b>	<b>900,010</b>
<b>Other Revenue</b>					1,420,213	877,301	731,703	1,032,270	1,053,071
<b>Cost in Tax Dollars</b>					7,084,615	7,653,141	8,543,915	9,313,175	9,180,371
<b>Estimated Millage</b>					12.98	13.63	14.57	15.88	15.23
<b>Percentage of General Fund Budget</b>					18.98%	17.03%	16.77%	18.58%	18.25%
<b>Total Full Time Employees General Fund Only</b>					112	114	119	126	126

**Oconee County, South Carolina  
Soil and Water Conservation District (716)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	716	10110	00000	Salary and Wages	25,557	32,002	28,487	30,958	36,588
10	716	10710	00000	Overtime	217	713	625	-	1,000
10	716	20013	00000	Social Security	2,172	2,239	2,618	2,368	2,875
10	716	20014	00000	Retirement	4,658	5,059	5,870	5,145	6,062
10	716	20015	00000	Workers Compensation	761	933	1,150	108	130
10	716	20016	00000	Health Insurance	8,620	9,139	9,139	9,139	9,139
10	716	20027	00000	Dental	96	550	550	550	550
10	716	20028	00000	Vision	7	100	100	100	100
<b>Salary and Wage Totals</b>					<b>42,088</b>	<b>50,735</b>	<b>48,539</b>	<b>48,368</b>	<b>56,444</b>
10	716	30066	00000	Insurance	1,980	2,375	2,375	2,375	2,500
10	716	33022	00000	Building/Grounds Maintenance	6,208	10,240	5,594	11,000	15,000
10	716	34042	00000	Gas and Fuel Oil - USDA Building	1,403	1,306	1,529	1,500	1,500
10	716	34043	00000	Electricity - USDA Building	4,131	3,940	4,060	5,000	5,000
10	716	34044	00000	Water/Sewer/Garbage	971	811	876	900	900
10	716	95100	20200	Coop. Extension Service	11,538	11,538	12,238	12,838	12,838
<b>Expenditure Total</b>					<b>26,231</b>	<b>30,210</b>	<b>26,672</b>	<b>33,613</b>	<b>37,738</b>
<b>Department Total</b>					<b>68,319</b>	<b>80,945</b>	<b>75,211</b>	<b>81,981</b>	<b>94,182</b>
<b>Direct Revenue</b>									
10	80	805	20800	Soil and Water	-	6,139	-	6,139	6,139
<b>Departmental Total Direct Revenue</b>					<b>-</b>	<b>6,139</b>	<b>-</b>	<b>6,139</b>	<b>6,139</b>
<b>Other Revenue</b>					10,445	7,610	5,499	7,634	8,908
<b>Cost in Tax Dollars</b>					57,874	67,196	69,712	68,208	79,135
<b>Estimated Millage</b>					0.11	0.12	0.12	0.12	0.13
<b>Percentage of General Fund Budget</b>					0.14%	0.15%	0.13%	0.14%	0.15%
<b>Total Full Time Employees</b>					1	1	1	1	1

**Oconee County, South Carolina  
Solicitor (504)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	504	10110	00000	Salary and Wages	544,193	553,704	506,782	700,711	716,424
10	504	20013	00000	Social Security	38,810	38,699	37,273	53,604	54,806
10	504	20014	00000	Retirement	79,643	85,180	88,101	124,886	128,504
10	504	20015	00000	Workers Compensation	4,201	5,061	8,758	6,835	5,764
10	504	20016	00000	Health Insurance	82,709	109,668	109,668	109,668	109,668
10	504	20027	00000	Dental	2,520	6,600	6,600	6,600	6,600
10	504	20028	00000	Vision	135	1,200	1,200	1,200	1,200
<b>Salary and Wage Totals</b>					<b>752,211</b>	<b>800,112</b>	<b>758,382</b>	<b>1,003,504</b>	<b>1,022,966</b>
10	504	80504	00000	Vehicle Maintenance	14	487	157	500	500
10	504	81504	00000	Gasoline	1,341	1,401	3,256	1000	1000
<b>Expenditure Total</b>					<b>1,355</b>	<b>1,888</b>	<b>3,413</b>	<b>1,500</b>	<b>1,500</b>
<b>Department Total</b>					<b>753,566</b>	<b>802,000</b>	<b>761,795</b>	<b>1,005,004</b>	<b>1,024,466</b>
<b>Direct Revenue</b>									
10	80	805	10504	Worthless Checks	3,444	3,116	2,050	3,000	3,000
10	80	805	16006	Solicitor's Traffic Education	-	38	153	-	-
<b>Departmental Total Direct Revenue</b>					<b>3,444</b>	<b>3,154</b>	<b>2,203</b>	<b>3,000</b>	<b>3,000</b>
<b>Other Revenue</b>					115,206	75,404	55,694	93,582	96,900
<b>Cost in Tax Dollars</b>					634,916	723,442	703,898	908,422	924,566
<b>Estimated Millage</b>					1.16	1.29	1.20	1.55	1.53
<b>Percentage of General Fund Budget</b>					1.54%	1.46%	1.28%	1.68%	1.68%
<b>Total Full Time Employees</b>					12	12	12	12	12

**Oconee County, South Carolina  
Solid Waste (718)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	718	10110	00000	Salary and Wages	1,028,987	1,067,934	1,105,562	1,334,197	1,331,578
10	718	10710	00000	Overtime	36,564	45,912	79,540	30,000	5,500
10	718	20013	00000	Social Security	75,721	79,566	84,891	104,361	102,286
10	718	20014	00000	Retirement	154,625	172,169	194,905	238,552	234,791
10	718	20015	00000	Workers Compensation	72,178	84,643	96,969	87,852	80,640
10	718	20016	00000	Health Insurance	329,426	329,004	329,004	329,004	329,004
10	718	20027	00000	Dental	8,328	19,800	19,800	19,800	19,800
10	718	20028	00000	Vision	529	3,600	3,600	3,600	3,600
<b>Salary and Wage Totals</b>					<b>1,706,358</b>	<b>1,802,628</b>	<b>1,914,271</b>	<b>2,147,366</b>	<b>2,107,199</b>
10	718	30024	00000	Equipment Maintenance	74,284	38,302	37,950	75,000	55,000
10	718	30025	00000	Professional	322,578	259,785	327,117	451,000	600,000
10	718	30037	00000	Equipment Rental	17,026	109,408	53,626	10,000	42,000
10	718	30059	00000	Copier Click Charges	1,146	1,482	1,545	1,500	1,600
10	718	30068	00000	Advertising	-	-	-	-	-
10	718	30080	00000	Dues: Organizations	223	233	223	400	400
10	718	30084	00000	Staff Development	61	66	530	3,000	3,000
10	718	30091	00000	Special Departmental Supplies	-	-	-	1,500	2,000
10	718	33022	00000	Building/Grounds Maintenance	22,130	20,847	24,642	30,000	45,000
10	718	34043	00000	Electricity	56,054	46,437	53,384	55,000	56,000
10	718	34044	00000	Water/Sewer/Garbage	9,029	7,992	10,588	9,000	11,000
10	718	40027	00000	Safety Equipment	6,243	7,451	8,835	13,500	14,500
10	718	40031	00000	Small Equipment	4,029	9,900	11,762	15,000	15,000
10	718	40032	00000	Operational	9,999	14,498	14,292	15,000	40,000
10	718	40033	00000	Postage	67	258	233	200	250
10	718	40034	00000	Food	294	408	562	500	1,750
10	718	40045	00000	IT Replacement Equipment/Software	1,348	286	2,205	-	-
10	718	40065	00000	Uniforms/Clothing	6,591	9,921	6,255	11,500	11,500
10	718	60005	00000	Testing Wells	62,523	59,254	66,704	145,000	145,000
10	718	60007	00000	Tipping Fees/MSW Disposal	1,672,703	1,939,094	2,010,491	2,000,000	2,500,000
10	718	60008	00000	Impact Fees for Tires	74,420	57,093	75,698	90,000	90,000
10	718	60055	00000	Credit Application Fee	755	1,216	1,227	-	-
10	718	60735	00000	General Gravel Use	6,895	11,121	26,585	10,000	10,000
10	718	80718	00000	Vehicle Maintenance	208,157	256,584	228,731	200,000	225,000
10	718	81718	00000	Gasoline	5,862	6,552	11,724	7,500	12,000
10	718	82718	00000	Diesel	104,309	99,079	196,915	150,000	215,000
<b>Expenditure Total</b>					<b>2,666,726</b>	<b>2,957,267</b>	<b>3,171,824</b>	<b>3,294,600</b>	<b>4,096,000</b>
<b>Department Total</b>					<b>4,373,084</b>	<b>4,759,895</b>	<b>5,086,095</b>	<b>5,441,966</b>	<b>6,203,199</b>
<b>Direct Revenue</b>									
10	80	805	14904	Solid Waste Impact Fee for Tires	5,712	13,120	14,795	13,000	15,000
10	80	49807	14900	Solid Waste Tipping Fees	1,825,524	2,192,086	2,497,785	2,100,000	2,300,000
10	80	49807	14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	225,000
10	80	49807	14910	Solid Waste - Mulch Sales	8,874	-	-	-	1,000
10	81	810	14904	Impact Fee For Tires	47,529	43,627	33,187	40,000	50,000
<b>Departmental Total Direct Revenue</b>					<b>2,100,697</b>	<b>2,460,387</b>	<b>3,125,297</b>	<b>2,403,000</b>	<b>2,591,000</b>
<b>Other Revenue</b>					668,562	447,526	371,837	506,733	586,737
<b>Cost in Tax Dollars</b>					1,603,825	1,851,982	1,588,961	2,532,233	3,025,462
<b>Estimated Millage</b>					2.94	3.30	2.71	4.32	5.02
<b>Percentage of General Fund Budget</b>					8.94%	8.69%	8.52%	9.12%	10.17%
<b>Total Full Time Employees</b>					35	36	36	36	36



**Oconee County, South Carolina  
South Cove Park (204)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	204	10110	00000	Salary and Wages	170,299	178,782	217,789	256,897	245,163
10	204	10710	00000	Overtime	6,020	7,926	13,150	7,000	14,000
10	204	20013	00000	Social Security	12,860	13,678	17,075	18,882	19,826
10	204	20014	00000	Retirement	25,545	28,807	38,063	38,334	45,509
10	204	20015	00000	Workers Compensation	6,568	7,523	10,991	9,588	10,968
10	204	20016	00000	Health Insurance	48,081	45,695	45,695	54,834	54,834
10	204	20027	00000	Dental	2,576	2,750	2,750	3,300	3,300
10	204	20028	00000	Vision	305	500	500	600	600
<b>Salary and Wage Totals</b>					<b>272,254</b>	<b>285,661</b>	<b>346,013</b>	<b>389,435</b>	<b>394,200</b>
10	204	30024	00000	Equipment Maintenance	1,381	1,091	876	1,000	1,000
10	204	30025	00000	Professional	39,977	45,257	51,229	45,447	45,447
10	204	30037	00000	Equipment Rental	535	787	752	1,000	1,000
10	204	30041	00000	Telecommunications	-	-	200	-	-
10	204	30080	00000	Dues Organizations	125	62	-	-	-
10	204	30084	00000	Staff Development	469	1,010	1,044	2,000	2,500
10	204	33022	00000	Building/Grounds Maintenance	34,723	38,078	41,514	-	-
10	204	34042	00000	Gas and Fuel Oil	1,656	332	-	1,750	500
10	204	34043	00000	Electricity	58,387	69,134	66,779	63,000	68,000
10	204	34044	00000	Water/Sewer/Garbage	3,329	5,308	11,192	5,000	5,000
10	204	40031	00000	Small Equipment	4,068	5,693	4,789	4,500	7,500
10	204	40032	00000	Operational	20,814	21,215	24,584	30,000	30,000
10	204	40034	00000	Food	1,348	117	108	250	250
10	204	40045	00000	IT Replacement Eq	1,348	-	-	-	1,200
10	204	40065	00000	Uniforms/Clothing	3,577	3,278	3,628	3,500	4,000
10	204	40832	00000	Concessions	27,112	41,786	53,317	55,000	55,000
<b>Expenditure Total</b>					<b>198,849</b>	<b>233,148</b>	<b>260,012</b>	<b>212,447</b>	<b>221,397</b>
<b>Department Total</b>					<b>471,103</b>	<b>518,809</b>	<b>606,025</b>	<b>601,882</b>	<b>615,597</b>
<b>Direct Revenue</b>									
10	80	805	00204	South Cove Park	305,344	458,375	439,026	460,000	475,000
<b>Departmental Total Direct Revenue</b>					<b>305,344</b>	<b>458,375</b>	<b>439,026</b>	<b>460,000</b>	<b>475,000</b>
<b>Other Revenue</b>					72,023	48,778	44,306	56,045	58,227
<b>Cost in Tax Dollars</b>					93,736	11,656	122,693	85,837	82,370
<b>Estimated Millage</b>					0.17	0.02	0.21	0.15	0.14
<b>Percentage of General Fund Budget</b>					0.96%	0.95%	1.02%	1.01%	1.01%
<b>Total Full Time Employees</b>					5	5	6	6	7

**Oconee County, South Carolina  
Treasurer (306)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	306	10110	00000	<b>Salary and Wages</b>	254,722	285,707	320,962	334,152	338,392
10	306	10710	00000	<b>Overtime</b>	12	453	354	500	1,000
10	306	20013	00000	<b>Social Security</b>	18,301	20,526	23,120	25,639	25,963
10	306	20014	00000	<b>Retirement</b>	37,201	44,078	52,842	58,852	59,597
10	306	20015	00000	<b>Workers Compensation</b>	2,706	3,035	6,143	4,218	3,999
10	306	20016	00000	<b>Health Insurance</b>	51,316	59,404	54,834	63,973	63,973
10	306	20027	00000	<b>Dental</b>	1,624	3,550	3,300	3,850	3,850
10	306	20028	00000	<b>Vision</b>	127	650	600	700	700
<b>Salary and Wage Totals</b>					<b>366,009</b>	<b>417,403</b>	<b>462,155</b>	<b>491,884</b>	<b>497,474</b>
10	306	30018	00000	<b>Travel</b>	358	272	2,109	800	1,000
10	306	30024	00000	<b>Equipment Maintenance - Decal Printers</b>	-	2,145	2,529	2,700	3,000
10	306	30025	00000	<b>Professional</b>	51,997	40,733	23,256	54,000	54,000
10	306	30041	00000	<b>Telecommunications</b>	720	-	-	-	-
10	306	30056	00000	<b>Data Processing</b>	42,032	29,184	33,496	42,400	38,000
10	306	30059	00000	<b>Copier Click Charges</b>	541	686	797	1,290	1,290
10	306	30068	00000	<b>Advertising</b>	-	-	-	260	260
10	306	30080	00000	<b>Dues: Organizations</b>	150	150	150	225	225
10	306	30084	00000	<b>Staff Development</b>	3,323	299	1,399	5,000	5,000
10	306	40031	00000	<b>Small Equipment</b>	7,290	2,106	19	1,300	1,300
10	306	40032	00000	<b>Operational</b>	11,507	12,367	7,952	16,500	16,500
10	306	40033	00000	<b>Postage</b>	81,998	80,116	84,430	84,000	100,000
10	306	40045	00000	<b>IT Replacement Equipment/Software</b>	4,575	1,929	-	3,870	3,870
10	306	80306	00000	<b>Vehicle Maintenance</b>	221	341	20	1,100	1,100
10	306	81306	00000	<b>Gasoline</b>	903	936	1,673	1,400	1,400
<b>Expenditure Total</b>					<b>205,615</b>	<b>171,264</b>	<b>157,830</b>	<b>214,845</b>	<b>226,945</b>
<b>Department Total</b>					<b>571,624</b>	<b>588,667</b>	<b>619,985</b>	<b>706,729</b>	<b>724,419</b>
<b>Direct Revenue</b>									
10	80	805	00306	PRT Season Pass - Treasurer	875	850	815	500	850
10	80	805	10310	Vehicle Decal Fees	69,118	72,790	71,256	72,000	72,000
<b>Departmental Total Direct Revenue</b>					<b>69,993</b>	<b>73,640</b>	<b>72,071</b>	<b>72,500</b>	<b>72,850</b>
<b>Other Revenue</b>					87,390	55,347	45,326	65,808	68,520
<b>Cost in Tax Dollars</b>					414,241	459,680	502,588	568,421	583,049
<b>Estimated Millage</b>					0.76	0.82	0.86	0.97	0.97
<b>Percentage of General Fund Budget</b>					1.17%	1.07%	1.04%	1.18%	1.19%
<b>Total Full Time Employees</b>					6	6	7	7	7

**Oconee County, South Carolina  
Vehicle Maintenance (721)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	721	10110	00000	Salary and Wages	554,065	552,889	574,256	620,557	565,665
10	721	10710	00000	Overtime	2,516	1,700	3,691	3,000	6,000
10	721	20013	00000	Social Security	40,428	40,206	42,361	47,855	43,732
10	721	20014	00000	Retirement	81,277	85,925	96,203	109,648	100,384
10	721	20015	00000	Workers Compensation	26,876	31,023	35,094	29,117	24,824
10	721	20016	00000	Health Insurance	140,488	127,946	127,946	127,946	127,946
10	721	20027	00000	Dental	2,752	7,700	7,700	7,700	7,700
10	721	20028	00000	Vision	127	1,400	1,400	1,400	1,400
<b>Salary and Wage Totals</b>					<b>848,529</b>	<b>848,789</b>	<b>888,651</b>	<b>947,223</b>	<b>877,651</b>
10	721	30024	00000	Equipment Maintenance	1,903	1,741	4,570	3,750	6,500
10	721	30025	00000	Professional	100	-	7,593	-	-
10	721	30056	00000	Data Processing	6,249	12,696	5,890	10,500	13,500
10	721	30059	00000	Copier Click Charges	1,197	1,144	1,445	1,500	1,560
10	721	30080	00000	Dues: Organizations	-	-	100	150	350
10	721	30084	00000	Staff Development	2,518	24	1,965	2,500	10,000
10	721	33022	00000	Building/Grounds Maintenance	3,447	2,000	4,364	5,000	6,000
10	721	34042	00000	Gas and Fuel Oil	2,083	3,123	3,257	3,500	3,640
10	721	34043	00000	Electricity	11,204	11,104	10,236	12,500	12,500
10	721	34044	00000	Water/Sewer/Garbage	1,716	1,508	2,044	1,700	2,500
10	721	40027	00000	Safety Equipment	3,862	3,392	5,016	6,000	8,000
10	721	40031	00000	Small Equipment	9,959	13,909	16,792	19,000	25,000
10	721	40032	00000	Operational	7,402	10,087	8,977	11,000	12,500
10	721	40033	00000	Postage	-	-	-	100	100
10	721	40034	00000	Food	269	929	374	500	1,000
10	721	40045	00000	IT Replacement Equipment/Software	2,068	-	1,122	-	2,500
10	721	40065	00000	Uniforms/Clothing	4,835	4,928	5,760	6,000	7,000
10	721	80721	00000	Vehicle Maintenance - Vehicle Maintenance	9,118	7,504	7,863	8,000	10,000
10	721	81721	00000	Gasoline - Vehicle Maintenance	8,137	10,047	15,064	10,500	12,500
10	721	82721	00000	Diesel - Vehicle Maintenance	86	167	650	1,000	1,500
<b>Expenditure Total</b>					<b>76,153</b>	<b>84,303</b>	<b>103,082</b>	<b>103,200</b>	<b>136,650</b>
<b>Department Total</b>					<b>924,682</b>	<b>933,092</b>	<b>991,733</b>	<b>1,050,423</b>	<b>1,014,301</b>
<b>Direct Revenue</b>									
10	80	805	12032	Vehicle Maintenance Labor	847	1,110	-	-	-
<b>Departmental Total Direct Revenue</b>					<b>847</b>	<b>1,110</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Other Revenue</b>					<b>141,366</b>	<b>87,729</b>	<b>72,504</b>	<b>97,811</b>	<b>95,939</b>
<b>Cost in Tax Dollars</b>					<b>782,469</b>	<b>844,253</b>	<b>919,229</b>	<b>952,612</b>	<b>918,362</b>
<b>Estimated Millage</b>					<b>1.43</b>	<b>1.50</b>	<b>1.57</b>	<b>1.62</b>	<b>1.52</b>
<b>Percentage of General Fund Budget</b>					<b>1.89%</b>	<b>1.70%</b>	<b>1.66%</b>	<b>1.76%</b>	<b>1.66%</b>
<b>Total Full Time Employees</b>					<b>14</b>	<b>14</b>	<b>14</b>	<b>14</b>	<b>14</b>

**Oconee County, South Carolina  
Veterans' Affairs (404)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	404	10110	00000	Salary and Wages	128,963	131,206	134,070	141,582	141,582
10	404	10710	00000	Overtime	-	-		500	750
10	404	20013	00000	Social Security	9,079	9,523	10,154	10,888	10,888
10	404	20014	00000	Retirement	18,775	20,324	22,062	24,993	24,994
10	404	20015	00000	Workers Compensation	2,122	2,406	2,754	2,445	2,292
10	404	20016	00000	Health Insurance	25,828	27,417	27,417	27,417	27,418
10	404	20027	00000	Dental	1,337	1,650	1,650	1,650	1,650
10	404	20028	00000	Vision	149	300	300	300	300
<b>Salary and Wage Totals</b>					<b>186,253</b>	<b>192,826</b>	<b>198,407</b>	<b>209,775</b>	<b>209,874</b>
10	404	30018	00000	Travel	-	-	248	-	-
10	404	30025	00000	Professional	1,299	1,458	1,378	1,500	1,600
10	404	30056	00000	Data Processing	35	36	36	-	40
10	404	30059	00000	Copier Click Charges	1,085	1,230	1,247	1,500	1,500
10	404	30080	00000	Dues: Organizations	70	25	50	50	50
10	404	30084	00000	Staff Development	-	-	449	-	-
10	404	40031	00000	Small Equipment	570	1,060	601	1,500	1,500
10	404	40032	00000	Operational	1,767	2,851	2,148	3,000	3,000
10	404	40034	00000	Food	339	28	369	3,500	3,500
10	404	40065	00000	Clothing/Uniforms	-	-		100	100
<b>Expenditure Total</b>					<b>5,165</b>	<b>6,688</b>	<b>6,526</b>	<b>11,150</b>	<b>11,290</b>
<b>Department Total</b>					<b>191,418</b>	<b>199,514</b>	<b>204,933</b>	<b>220,925</b>	<b>221,164</b>
<b>Direct Revenue</b>									
10	81	810	25900	Veterans' Affairs State Aid	5,478	5,478	5,615	5,478	5,500
<b>Departmental Total Direct Revenue</b>					<b>5,478</b>	<b>5,478</b>	<b>5,615</b>	<b>5,478</b>	<b>5,500</b>
<b>Other Revenue</b>					29,264	18,758	14,982	20,572	20,919
<b>Cost in Tax Dollars</b>					156,676	175,278	184,336	194,875	194,745
<b>Estimated Millage</b>					0.29	0.31	0.31	0.33	0.32
<b>Percentage of General Fund Budget</b>					0.39%	0.36%	0.34%	0.37%	0.36%
<b>Total Full Time Employees</b>					3	3	3	3	3

**Oconee County, South Carolina  
Voter Registration and Elections (715)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
10	715	10110	00000	Salary and Wages	168,114	131,651	135,482	149,112	142,735
10	715	10710	00000	Overtime	-	-	-	-	-
10	715	20013	00000	Social Security	8,555	11,166	10,201	11,430	10,919
10	715	20014	00000	Retirement	16,542	20,763	21,480	25,652	24,469
10	715	20015	00000	Workers Compensation	527	725	667	494	442
10	715	20016	00000	Health Insurance	17,223	18,278	18,278	18,278	18,278
10	715	20027	00000	Dental	577	1,100	1,100	1,100	1,100
10	715	20028	00000	Vision	48	200	200	200	200
10	799	10130	97715	Poll Workers	(21,933)	40,470	26,852	6,000	40,000
<b>Salary and Wage Totals</b>					<b>189,653</b>	<b>224,353</b>	<b>214,260</b>	<b>212,266</b>	<b>238,143</b>
10	715	30018	00000	Travel	1,166	1,064	2,447	3,500	3,500
10	715	30024	00000	Equipment Maintenance	-	9,225	24,836	24,836	24,836
10	715	30025	00000	Professional	15,123	8,103	5,559	10,000	30,000
10	715	30041	00000	Telecommunications	480	-	-	-	-
10	715	30056	00000	Data Processing	-	15,663	21,247	30,756	30,756
10	715	30059	00000	Coper Click Charges	1,625	1,003	978	1,500	2,500
10	715	30068	97715	Advertising SC Elect Reimb	2,422	1,539	1,735	-	-
10	715	30080	00000	Dues: Organizations	250	350	350	350	400
10	715	30084	00000	Staff Development	3,619	500	4,448	7,500	8,500
10	715	40031	00000	Small Equipment	2,545	683	-	1,000	1,000
10	715	40032	00000	Operational	5,859	4,516	6,071	10,000	45,000
10	715	40032	97715	Operational - SC Elect Reimb	9,193	8,448	150	-	-
10	715	40033	00000	Postage	35	-	27	-	-
10	715	40034	00000	Food	243	-	-	-	-
10	715	40045	00000	IT Replacement Equipment/Software	3,080	855	1,137	2,750	1,000
<b>Expenditure Total</b>					<b>45,640</b>	<b>51,949</b>	<b>68,985</b>	<b>92,192</b>	<b>147,492</b>
<b>Department Total</b>					<b>235,293</b>	<b>276,302</b>	<b>283,245</b>	<b>304,458</b>	<b>385,635</b>
<b>Direct Revenue</b>									
10	81	810	21300	Registration Board	6,501	6,750	7,500	6,750	6,750
10	81	825	97715	SC State Election Reimb	5,854	82,194	41,711	20,000	82,000
<b>Departmental Total Direct Revenue</b>					<b>12,355</b>	<b>88,944</b>	<b>49,211</b>	<b>26,750</b>	<b>88,750</b>
<b>Other Revenue</b>					<b>35,972</b>	<b>25,978</b>	<b>20,708</b>	<b>28,350</b>	<b>36,476</b>
<b>Cost in Tax Dollars</b>					<b>186,966</b>	<b>161,380</b>	<b>213,326</b>	<b>249,358</b>	<b>260,409</b>
<b>Estimated Millage</b>					<b>0.34</b>	<b>0.29</b>	<b>0.36</b>	<b>0.43</b>	<b>0.43</b>
<b>Percentage of General Fund Budget</b>					<b>0.48%</b>	<b>0.50%</b>	<b>0.47%</b>	<b>0.51%</b>	<b>0.63%</b>
<b>Total Full Time Employees</b>					<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>2</b>

**Oconee County, South Carolina  
Other Financing Uses  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
010	095	00171	70012	Transfer To Capital Projects Fund - Westminster Magistrate	-	-	500,490	-	-
010	095	00171	70013	Transfer Out - 13 Fund	-	-	37,275		-
010	095	00171	70210	Transfer To Sheriff's Victim Services 210 Fund	-	85,000	137,000	40,000	40,000
010	095	00171	70215	Transfer To Solicitor's Victim Services 215 Fund	-	55,000	110,000	45,000	45,000
010	095	00171	70017	Transfer to Rock Quarry for COLA Increase	-	-	-	64,367	-
010	095	00171	70325	Transfer to Capital Equipment - Vehicle Fund	275,000	-	-	-	-
010	095	00171	70515	Transfer Out - 515 Fund - FOCUS	-	-	934,000		-
<b>Total Other Financing Uses</b>					<b>275,000</b>	<b>140,000</b>	<b>1,718,765</b>	<b>149,367</b>	<b>85,000</b>

Direct Revenue					
<b>Departmental Total Direct Revenue</b>					
	<b>Other Revenue</b>	42,042	13,163	125,656	13,908
	<b>Cost in Tax Dollars</b>	232,958	126,837	1,593,109	135,459
	<b>Estimated Millage</b>	0.43	0.23	2.72	0.23
	<b>Percentage of General Fund Budget</b>	0.56%	0.26%	2.88%	0.25%
	<b>Total Full Time Employees</b>	-	-	-	-

**Oconee County, South Carolina**  
**Emergency Services Protection District Special Revenue Fund**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Number of Mills	2.9	2.9	2.9	2.9	2.9
<b>Revenues</b>									
020	080	00950	00000	Emergency Services Protection District Millage	1,508,384	1,663,251	1,775,130	1,600,000	1,798,000
<b>Total Revenues</b>					<b>1,508,384</b>	<b>1,663,251</b>	<b>1,775,130</b>	<b>1,600,000</b>	<b>1,798,000</b>
<b>Expenditures</b>									
020	107	30024	00000	Equipment Maintenance	43,663	52,570	56,184	61,200	70,000
020	107	30041	00000	Telecommunication	14,783	5,000	12,532	12,000	18,000
020	107	30062	00000	Medical Physicals	-	26,709	15,000	20,000	50,000
020	107	33022	00000	Maintenance Bldg Grounds	-	167	10,747	2,000	15,000
020	107	34042	00000	Gas and Fuel Oil	3,289	4,202	5,832	5,800	8,000
020	107	34043	00000	Electricity	12,976	11,140	17,630	10,000	25,000
020	107	34044	00000	Water/Sewer/Garbage	1,451	1,487	1,955	4,000	4,000
020	107	40031	00000	Small Equipment	4,867	9,737	9,879	15,000	25,000
020	107	40045	00000	Non-Capital IT Equipment/Software	-	379	-	-	-
020	107	50850	00000	Buildings, Capital Exp	654		10,500	40,000	50,000
020	107	50850	00091	Capital Buildings - Whetstone Sub Burn Building Inspecting and repair	-	16,000	-		-
020	107	50850	00000		-	-		40,000	40,000
020	107	80107	00000	Engine Pump Test	-	-		10,000	10,000
020	107	81107	00000	Gasoline	24	-	758	-	
020	107	82107	00000	Diesel	1,036	-		-	
				Grant to Independent Agencies/Basic Station Exp	1,148,558	1,145,659	1,127,749	1,180,000	1,180,000
020	199	10410	00000	Volunteer Compensation	194,880	165,905	151,623	200,000	200,000
<b>Total Expenditures</b>					<b>1,426,181</b>	<b>1,438,955</b>	<b>1,420,389</b>	<b>1,600,000</b>	<b>1,695,000</b>
<b>Change in Fund Balance</b>					<b>82,203</b>	<b>224,296</b>	<b>354,741</b>	<b>-</b>	<b>103,000</b>
<b>Beginning Fund Balance</b>					<b>320,825</b>	<b>403,028</b>	<b>627,324</b>	<b>982,065</b>	<b>982,065</b>
<b>Ending Fund Balance</b>					<b>403,028</b>	<b>627,324</b>	<b>982,065</b>	<b>982,065</b>	<b>1,085,065</b>

<b>Oconee County Emergency Services Protection District</b>			
	<b>District Support</b>	<b>Departmental</b>	<b>Support</b>
<b>Fire Departments</b>			
Oakway Fire Department	45,000	15,000	<b>60,000</b>
Corinth - Shiloh Fire Department	45,000	15,000	<b>60,000</b>
Mountain Rest Fire Department	45,000	15,000	<b>60,000</b>
Fair Play Fire Department	45,000	15,000	<b>60,000</b>
Long Creek Fire Department	45,000	15,000	<b>60,000</b>
Cleveland Fire Department	45,000	15,000	<b>60,000</b>
Keowee Ebenezer Fire Department	45,000	15,000	<b>60,000</b>
Friendship Fire Department	45,000	15,000	<b>60,000</b>
Cross Roads Fire Department	45,000	15,000	<b>60,000</b>
Holly Springs Fire Department	45,000	15,000	<b>60,000</b>
Pickett Post Fire Department	45,000	15,000	<b>60,000</b>
South Union Fire Department	45,000	15,000	<b>60,000</b>
West Union Fire Department	45,000	15,000	<b>60,000</b>
Keowee Key Fire Department	45,000	15,000	<b>60,000</b>
Bountyland Fire Department	-	-	<b>25,000</b>
Haz-Mat	22,400	10,000	<b>32,400</b>
<b>Rescue</b>			
Dive Team	26,300	10,000	<b>36,300</b>
Keowee Rescue Squad	20,000	10,000	<b>30,000</b>
Mountain Rest Rescue Squad	20,000	10,000	<b>30,000</b>
Oakway Rescue Squad	20,000	10,000	<b>30,000</b>
Salem Rescue Squad	20,000	10,000	<b>30,000</b>
Seneca Rescue Squad	20,000	10,000	<b>30,000</b>
Special Rescue Team	26,300	10,000	<b>36,300</b>
Walhalla Rescue Squad	20,000	10,000	<b>30,000</b>
Westminster Rescue Squad	20,000	10,000	<b>30,000</b>
<b>Totals</b>	<b>845,000</b>	<b>310,000</b>	<b>1,180,000</b>



**Oconee County, South Carolina**  
**Sheriffs Victims Services Special Revenue Fund (210)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
<b>Revenues</b>									
				<b>Assessments</b>				30,000	30,000
210	080	00805	16008	12% Assessment (Magistrate)	25,585	29,788	32,684		
210	080	00805	16009	12% Assessment (Municipal)	617	2,072	2,480		
210	080	00811	16009	12% Assessment (Municipal Walhalla)	-	6,331	5,070		
210	080	00812	16009	12% Assessment (Municipal Westminster)	3,089	3,392	3,590		
				<b>Surcharges</b>				24,000	24,000
210	080	00805	16010	Surcharge Victims (Magistrate)	22,715	24,181	22,710		
210	080	00805	16011	Surcharge Victims (Municipal)	551	1,323	1,813		
210	080	00811	16011	Surcharge Victims (Municipal Walhalla)	1,577	2,912	1,502		
210	080	00812	16011	Surcharge Victims (Municipal Westminster)		1,297	1,175		
210	080	00811	16040	Municipal Contract (Walhalla)	-	25,000	-	-	-
				<b>General Fund Transfer</b>	-	85,000	137,000	40,000	40,000
<b>Total Revenues</b>					<b>54,134</b>	<b>181,296</b>	<b>208,024</b>	<b>94,000</b>	<b>94,000</b>
<b>Expenditures</b>									
210	114	10110	00000	Salaries and Fringe	130,457	123,753	130,803	123,336	123,336
				<b>Pay Increase including Fringe</b>					
<b>Total Expenditures</b>					<b>130,457</b>	<b>123,753</b>	<b>130,803</b>	<b>123,336</b>	<b>123,336</b>
<b>Change in Fund Balance</b>					<b>(76,323)</b>	<b>57,543</b>	<b>77,221</b>	<b>(29,336)</b>	<b>(29,336)</b>
<b>Beginning Fund Balance</b>					13,249	(63,074)	(5,531)	71,690	42,354
<b>Ending Fund Balance</b>					<b>(63,074)</b>	<b>(5,531)</b>	<b>71,690</b>	<b>42,354</b>	<b>13,018</b>

**Oconee County, South Carolina**  
**Solicitor's Victims Services Special Revenue Fund (215)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
<b>Revenues</b>									
215	080	00805	73700	Assessments	2,765	4,760	2,961	4,000	4,000
215	080	00805	73800	Surcharges	24,344	22,890	29,884	20,000	20,000
215	090	00170	70010	General Fund Transfer	-	55,000	110,000	45,000	45,000
<b>Total Revenues</b>					<b>27,109</b>	<b>82,650</b>	<b>142,845</b>	<b>69,000</b>	<b>69,000</b>
<b>Expenditures</b>									
215	512	10110	00000	Salaries and Fringe	72,982	70,710	75,903	77,532	77,532
<b>Total Expenditures</b>					<b>72,982</b>	<b>70,710</b>	<b>75,903</b>	<b>77,532</b>	<b>77,532</b>
<b>Change in Fund Balance</b>					<b>(45,873)</b>	<b>11,940</b>	<b>66,942</b>	<b>(8,532)</b>	<b>(8,532)</b>
<b>Beginning Fund Balance</b>					<b>(5,779)</b>	<b>(51,652)</b>	<b>(39,712)</b>	<b>(39,712)</b>	<b>27,230</b>
<b>Ending Fund Balance</b>					<b>(51,652)</b>	<b>(39,712)</b>	<b>27,230</b>	<b>(48,244)</b>	<b>18,698</b>

**Oconee County, South Carolina**  
**911 Communications Special Revenue Fund (225)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Revenues</b>									
225	080	00805	36000	AT&T E-911 Surcharge Taxes	118,605	102,077	85,968	160,000	90,000
225	080	00805	31010	Competitive Local Exchange Carrier Taxes	47,321	51,609	56,698	60,000	60,000
225	081	00810	19050	State Wireless Funding	123,483	147,159	161,974	70,000	100,000
225	081	00810	19070	Budget and Control Board Funding	598,355	252,120	345,586	200,000	200,000
<b>Total Revenues</b>					<b>887,764</b>	<b>552,965</b>	<b>650,226</b>	<b>490,000</b>	<b>450,000</b>
<b>Expenditures</b>									
225	104	30018	00000	Travel	360	164	788	1,000	1,000
225	104	30024	00000	Equipment Maintenance	700,407	325,215	509,660	300,000	300,000
225	104	30041	00000	Telecommunications	97,752	110,000	107,918	150,000	150,000
225	104	30056	00000	Data Processing	25,308	23,858	127,738	50,000	50,000
225	104	30084	00000	Staff Development	5,491	1,163	3,441	7,000	7,000
225	104	40031	00000	Small Capital	18,365	5,542	105,477	20,000	20,000
225	104	40032	00000	Operational	5,423	3,374	12,397	6,000	6,000
225	104	40045	00000	Non-Cap IT Eq/Software	1,725	3,174	52,167	20,000	20,000
225	104	50840	00000	Equipment, Capital Expenditure	-	-	87,603	200,000	100,000
225	104	50845	00000	IT Equip, Capital Expenditure	11,787	57,523	244	200,000	100,000
225	104	60083	00000	Grant to Indep Agency	169,495	80,545	24,277	30,000	30,000
<b>Total Expenditures</b>					<b>1,036,113</b>	<b>610,558</b>	<b>1,031,710</b>	<b>984,000</b>	<b>784,000</b>
<b>Change in Fund Balance</b>					<b>(148,349)</b>	<b>(57,593)</b>	<b>(381,484)</b>	<b>(494,000)</b>	<b>(334,000)</b>
<b>Beginning Fund Balance</b>					<b>1,541,467</b>	<b>1,393,118</b>	<b>1,335,525</b>	<b>1,335,525</b>	<b>954,041</b>
<b>Ending Fund Balance</b>					<b>1,393,118</b>	<b>1,335,525</b>	<b>954,041</b>	<b>841,525</b>	<b>620,041</b>

**Oconee County, South Carolina**  
**Tri-County Technical College Special Revenue Fund (250)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
				Number of Mills	3.0	3.0	3.0	3.0	3.0
<b>Revenue</b>									
250	080	00876	00000	Tri-County Technical College	1,735,478	1,808,868	2,018,809	1,825,000	1,860,000
<b>Total Revenues</b>					<b>1,735,478</b>	<b>1,808,868</b>	<b>2,018,809</b>	<b>1,825,000</b>	<b>1,860,000</b>
<b>Expenditures</b>									
250	876	60085	00011	Pendleton Upgrade	485,200	484,000	460,200	459,100	458,000
250	876	60200	00000	County Contribution	1,058,738	1,161,262	1,120,000	1,167,500	1,230,000
<b>Total Expenditures</b>					<b>1,543,938</b>	<b>1,645,262</b>	<b>1,580,200</b>	<b>1,626,600</b>	<b>1,688,000</b>
<b>Transfer out of TCTC Fund</b>					-	-	-	-	-
<b>Change in Fund Balance</b>					<b>191,540</b>	<b>163,606</b>	<b>438,609</b>	<b>198,400</b>	<b>172,000</b>
<b>Beginning Fund Balance</b>					865,836	1,057,376	1,220,982	1,659,591	1,857,991
<b>Ending Fund Balance</b>					<b>1,057,376</b>	<b>1,220,982</b>	<b>1,659,591</b>	<b>1,857,991</b>	<b>2,029,991</b>

**Oconee County, South Carolina**  
**Road Maintenance Millage - 2.1 (Fund 260)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Number of Mills	2.1	2.1	2.1	2.1	2.1
260	080	00868	00000	Road Maintenance Millage	1,207,296	1,263,215	1,415,012	1,260,000	1,302,000
260	082	00830	40010	National Forestry Title I	153,144	138,300	175,158	220,000	220,000
<b>Total Revenues</b>					<b>1,360,440</b>	<b>1,401,515</b>	<b>1,590,170</b>	<b>1,480,000</b>	<b>1,522,000</b>
<b>Expenditures</b>									
260	601	00601	40010	National Forestry	-	-	-	220,000	220,000
260	601	30025	00000	Professional - Road Inventory	18,475	18,727	48,873	40,000	40,000
260	601	30881	00000	Maintenance / Repair Road Paving	5,432	-	-	-	-
260	601	40032	00000	Operational	164,510	160,912	124,426	210,000	210,000
260	601	50840	00000	Capital Equipment	-	46,051	-	-	-
260	601	50860	00000	Capital Land	-	-	-	-	-
260	601	50881	00000	Road Paving	307,162	-	-	1,800,000	1,800,000
260	601	50882	00000	Capital Road Paving Overlay	-	380,549	-	-	-
260	601	60735	00000	Gravel Use	258,170	269,663	147,089	275,000	275,000
260	095	00171	70013	Interfund Transfer Out - 013	-	-	38,664	-	-
260	095	00171	70012	Interfund Transfer Out - 012	105,089	-	-	-	-
<b>Total Expenditures</b>					<b>858,838</b>	<b>875,902</b>	<b>359,052</b>	<b>2,545,000</b>	<b>2,545,000</b>
<b>Change in Fund Balance</b>					<b>501,601</b>	<b>525,613</b>	<b>1,231,118</b>	<b>(1,065,000)</b>	<b>(1,023,000)</b>

**Oconee County, South Carolina**  
**Economic Development Capital Projects Fund (315)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Number of Mills</b>					<b>1.1</b>	<b>1.1</b>	<b>1.1</b>	<b>1.1</b>	<b>1.1</b>
<b>Revenue</b>									
315	080	00875	00000	Economic Development Millage (1.1 Mills)	618,688	659,745	734,019	621,500	682,000
315	080	00875	76021	FILOT	523,547	665,759	503,625	600,000	800,000
315	080	00807	00000	Utility Tax Credits	400,000	-	-	-	125,000
315	080	00840	00000	Interest Earnings	10,912	-	-	-	-
315	080	00805	10340	Misc Income	-	1,216	1,932	-	-
<b>State Grants</b>									
315	081	00825	90116	RIA	-	500,000	-	-	-
315	081	00815	90112	C-Funds	-	70,000	-	-	-
				SC Power Team Grant					1,000,000
				Department of Commerce					1,500,000
<b>Total Revenue</b>					<b>1,553,147</b>	<b>1,896,720</b>	<b>1,239,576</b>	<b>1,221,500</b>	<b>4,107,000</b>
<b>General</b>									
315	707	30025	00000	Professional	35,543	3,831	45,971	951,500	5,807,000
315	707	30025	00035	Professional - Ed Gardner Land	-	-	35,057	-	-
315	707	30025	00088	Professional-Seneca Rail	-	-	-	-	-
315	707	30025	00099	Professional-SRP Water/Sewer	70,500	26,897	-	-	-
315	707	30025	00280	Professional-Exit 4 Sewer	-	45,659	21,047	150,000	-
315	707	30025	00858	Professional - 2016B GO Bond	18,637	14,254	4,720	-	-
315	707	30025	90110	Professional - BREC Contribution	10,534	-	-	-	-
315	707	30025	90111	Professional-Alliance	8,464	-	-	-	-
315	707	34043	00000	Electric	10,212	6,472	8,572	-	-
315	707	50830	00099	Cap Infra-SRP Water	-	182,566	-	-	-
315	707	50830	00858	Cap Infra - 2016B GO Bond OITP	-	-	-	-	-
315	707	50830	90114	Cap Infra - RIA Grant OITP	-	500,000	-	-	-
315	707	50850	92052	Cap Buildings-Chau Ram	285,000	90,548	-	-	-
315	707	50857	00000	Cap Other Improvement (Depreciation)	-	-	-	-	-
315	707	50857	00044	Cap Other Improvement Destination Oconee	-	-	-	-	-
315	707	50860	00035	Capital Land - Ed Gardner	-	5,000	-	-	-
315	707	50881	90107	Cap Roads-SRP Certif Reimb	33,579	-	-	-	-
315	707	50881	90108	Cap Roads-GCCP Certif Reimb	35,605	-	-	-	-
315	707	50881	90109	Cap Roads-OITP Timber Sales	115,680	-	-	-	-
315	707	50881	90112	Cap Road-C-Funds PCN030548 SRP	70,000	-	-	-	-
315	707	50881	90113	Cap Road-SC Power Team	355,000	-	-	-	-
315	707	50881	90115	Cap Road-BREC OITP	163,273	20,091	-	-	-
315	707	50883	45100	Cap Road Site Prep -C-Funds SRP	176,333	-	-	-	-
315	707	50883	60015	Cap Road Site Prep- OITP	-	-	-	-	-
315	707	50883	60016	Cap Road Site Prep-OITP Entrance	20,500	-	-	-	-
315	707	51010	00000	Land Transfer to Company	-	-	150,009	-	-
315	707	51030	00000	ED Indust Site Transfer to Company	160,174	-	-	-	-
315	707	60707	00047	Casto Infrastructure	-	-	18,987	-	-
315	707	60735	00000	General Gravel Use	-	-	-	-	-
315	707	82707	00000	Diesel - Economic Development	-	-	-	-	-
315	707	95101	00311	OJRSA-Fair Play Sewer Operations/Maintenance	21,007	3,795	29,596	10,000	-
315	707	95101	00312	OJRSA-Fair Play Sewer Contribution	312,750	182,377	234,522	110,000	-
315	707	95110	00016	Grant to Salem Water Line Loop	-	-	210,000	-	-
315	707	95110	02041	Grant to Seneca Cat Bus	-	300,000	-	-	-
315	707	95110	20260	Walhalla-Westminster Interconnection	35,000	-	-	-	-
315	707	95110	20265	Contribution to Westminster Water	14,375	-	-	-	-

**Oconee County, South Carolina**  
**Economic Development Capital Projects Fund (315)**  
**2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Total Expenditures</b>		1,952,166	1,381,490	758,481	1,221,500	5,807,000
<b>Excess (Deficiency) of Revenues over Expenditures</b>		(399,019)	515,230	481,095	-	(1,700,000)
<b>Other Financing Sources</b>						
	Use of Fund Balance					1,700,000
<b>Other Financing Uses</b>						
	Sewer/OJRSA	-	-	(500,000)	(500,000)	(500,000)
<b>Change in Fund Balance</b>		\$ (399,019)	\$ 515,230	\$ (18,905)	\$(500,000)	\$ (500,000)
<b>Beginning Fund Balance</b>		4,249,514	3,850,495	4,365,725	4,346,820	3,846,820
<b>Ending Fund Balance</b>		3,850,495	4,365,725	4,346,820	3,846,820	3,346,820

**Oconee County, South Carolina**  
**Bridges and Culverts Capital Projects Fund (320)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
				Number of Mills	1	1	1	1	1
<b>Revenue</b>									
320	080	00899	00000	Bridges and Culverts Millage	574,740	600,681	677,236	590,000	620,000
<b>Total Revenue</b>					<b>574,740</b>	<b>600,681</b>	<b>677,236</b>	<b>590,000</b>	<b>620,000</b>
<b>Expenditures</b>									
320	601	30025	00000	Professional	-	-	88,741		
320	601	30025	52005	Professional Cherokee Lake Bridge	-	19,511	69,366	-	
320	601	50885	52005	Lake Cherokee Bridge	-	-	677,582	-	
320	601	30885	00000	Maintenance / Repair	215,345	76,535	52,803	590,000	620,000
320	601	50840	00000	Capital Equipment	-	69,460	-	-	
320	601	50885	59359	Cap Bridge/Culvert - Hoyt Street	-	40,764	-	-	
320	601	50885	64090	Cap Bridge/Culvert - Duck Pond	-	2,976	-	-	
<b>Total Expenditures</b>					<b>215,345</b>	<b>209,246</b>	<b>888,492</b>	<b>590,000</b>	<b>620,000</b>
<b>Net Fund Balance</b>					<b>359,396</b>	<b>391,435</b>	<b>(211,256)</b>	<b>-</b>	<b>-</b>



**Oconee County, South Carolina**  
**Capital Equipment and Vehicle Capital Projects Fund (325)**  
**2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Recommended
				Number of Mills	2.0	2.0	2.0	2.0	2.3
<b>Revenues</b>									
325	080	00867	00000	Capital Equip/Vehicle Millage	1,096,227	1,211,477	1,324,785	1,175,000	1,426,000
325	090	00170	70010	Transfer from General Fund	275,000	-	-	-	-
				Transfer from General Capital					
325	090	00170	70012	Projects Fund	129,223	-	-	-	-
325	090	00180	07190	Insurance Proceeds for Capital	122,933	105,719	53,746	75,000	75,000
325	090	00195	10305	Sale of Capital Assets	-	125,862	69,018	50,000	50,000
				Use of Fund Balance	-	-	-	-	-
<b>Total Revenues</b>					<b>1,623,383</b>	<b>1,443,058</b>	<b>1,447,549</b>	<b>1,300,000</b>	<b>1,551,000</b>
<b>Expenditures</b>									
325	203	50840	00000	Capital Equipment High Falls	-	13,000	-	-	-
325	205	50840	00000	Capital Equipment Chau Ram	-	17,593	-	-	-
325	720	50840	00000	Capital Equipment Airport	24,963	-	-	-	-
325	101	50870	00000	Capital Vehicle Sheriff	254,283	198,578	-	-	-
325	110	50870	00000	Capital Vehicle Animal Control	-	29,003	-	-	-
325	106	50870	00000	Capital Vehicle Detention	66,043	-	-	-	-
325	301	50870	00000	Capital Vehicle Assessor	-	51,808	-	-	-
325	601	50870	00000	Capital Vehicle Roads	441,471	469,868	-	-	-
325	702	50870	00000	Capital Vehicle Building Codes	47,585	-	-	-	-
325	717	50870	00000	Capital Vehicle Administrator	-	60,448	938,712	1,300,000	1,551,000
325	718	50870	00000	Capital Vehicle Solid Waste	376,299	-	-	-	-
325	720	50870	00000	Capital Vehicle Airport	-	-	-	-	-
325	721	50870	00000	Capital Vehicle Vehicle Maint	37,443	-	-	-	-
<b>Total Expenditures</b>					<b>1,248,087</b>	<b>840,298</b>	<b>938,712</b>	<b>1,300,000</b>	<b>1,551,000</b>
<b>Net Fund Balance</b>					<b>375,296</b>	<b>602,760</b>	<b>508,837</b>	<b>-</b>	<b>-</b>
Beginning Fund Balance					-	375,296	978,056	1,486,893	1,486,893
<b>Ending Fund Balance</b>					<b>375,296</b>	<b>978,056</b>	<b>1,486,893</b>	<b>1,486,893</b>	<b>1,486,893</b>

**Oconee County, South Carolina**  
**Parks, Recreation and Tourism (330)**  
**2023-2024 Budget**

Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Number of Mills</b>	1.3	1.3	1.3	1.3	1.0
Parks, Recreation and Tourism (1.3)	726,285	779,698	897,440	770,000	620,000
<b>Total Economic Development Financing Sources</b>	<b>726,285</b>	<b>779,698</b>	<b>897,440</b>	<b>770,000</b>	<b>620,000</b>
Parks, Recreation and Tourism					
Professional	64,641	15,993	1,500	-	
Cap Buildings - High Falls	71,419	-		-	
South Cove	-	-	9,683	-	
Chau Ram Cap Building	42,734	-		-	
Cap Buildings Chau Ram (92052)	-	-		-	
Site/Dock Work Seneca Creek	-	-	936,375		
Chau Ram - Paving	-	38,065		-	
Misc	-	-	-	770,000	620,000
<b>Total Expenditures</b>	<b>178,795</b>	<b>54,058</b>	<b>947,558</b>	<b>770,000</b>	<b>620,000</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>547,491</b>	<b>725,640</b>	<b>(50,118)</b>	-	-

**Oconee County, South Carolina  
Rock Quarry Enterprise Fund  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Administrator Recommended
<b>Operating Revenues</b>									
017	080	00805	00000	Customer Sales	6,458,098	6,596,252	7,422,341	8,508,000	9,000,000
017	080	00805	10340	Miscellaneous	10,965	68,753	40,942	5,000	5,000
<b>Total Revenues</b>					<b>6,469,063</b>	<b>6,665,005</b>	<b>7,463,283</b>	<b>8,513,000</b>	<b>9,005,000</b>
<b>Operating Expenses</b>									
017	719	10110	00000	Salary and Wages	799,422	739,460	802,857	905,662	922,476
017	719	10710	00000	Overtime	77,305	110,799	118,660	119,000	135,000
017	719	20013	00000	Social Security	65,907	62,216	65,925	71,695	80,897
017	719	20014	00000	Retirement	140,206	134,992	150,371	156,857	185,693
017	719	20015	00000	Workers Compensation	47,283	49,626	60,045	47,978	55,484
017	719	20016	00000	Health Insurance	174,553	210,609	271,806	173,641	201,058
017	719	20027	00000	Dental	7,474	9,857	16,454	10,450	12,100
017	719	20028	00000	Vision	1,217	1,696	3,040	1,900	2,200
				GASB 68 Pension Expense	-	(53,045)	-	-	-
<b>Salary and Wage Totals</b>					<b>1,313,367</b>	<b>1,266,210</b>	<b>1,489,158</b>	<b>1,487,183</b>	<b>1,594,908</b>
017	719	30024	00000	Equipment Maintenance	163,284	775,009	1,389,590	1,390,320	1,500,000
017	719	30025	00000	Professional	42,242	53,917	82,887	100,000	90,000
017	719	30037	00000	Equipment Rental	18,097	65,039	65,326	44,900	44,900
017	719	30039	00000	Blasting	648,161	643,916	681,033	977,000	925,000
017	719	30041	00000	Telecommunications	3,288	-	1,685	3,400	3,500
017	719	30056	00000	Data Processing	2,443	4,915	4,018	4,500	4,500
017	719	30059	00000	Copier Click Charges	1,305	1,149	1,156	1,590	1,590
017	719	30066	00000	Insurance - Property and Liability	47,917	49,916	129,723	130,000	130,000
017	719	30084	00000	Staff Development	7,196	2,204	1,995	10,000	10,000
017	719	30091	00000	Special Departmental Supplies	2,096	-	-	400	1,500
017	719	33022	00000	Building/Grounds Maintenance	5,957	15,388	19,207	39,100	100,000
017	719	34042	00000	Gas and Fuel Oil	107	999	1,624	2,000	2,000
017	719	34043	00000	Electricity	82,735	130,687	155,570	160,000	160,000
017	719	34044	00000	Water/Sewer/Garbage	2,612	3,972	3,338	4,200	4,200
017	719	40027	00000	Safety Equipment	5,160	7,365	9,192	10,600	12,500
017	719	40031	00000	Small Equipment	8,160	22,612	33,780	25,000	40,000
017	719	40032	00000	Operational	20,887	31,824	34,277	30,000	31,800
017	719	40034	00000	Food	1,474	22,734	1,997	3,000	3,200
017	719	40045	00000	Equipment/Software	1,348	-	4,538	3,000	4,200
017	719	40065	00000	Uniforms/Clothing	4,954	8,703	9,323	12,000	12,000
017	719	50841	00000	Equipment Replacement	-	-	43,400	1,784,680	959,000
017	719	50860	00000	Capital Land	-	-	411,060	410,000	410,000
017	719	60055	00000	Credit Application Fee	666	683	223	1,000	1,000
017	719	80719	00000	Vehicle Maintenance	398,535	23,862	26,722	30,000	30,000
017	719	81719	00000	Gasoline	7,888	8,949	15,330	12,000	19,000
017	719	72719	00000	Diesel	234,321	217,287	492,824	438,000	576,000
017	719	00000	00000	Loss on Sale of Capital Asset	-	-	256,825	-	-
017	719	90150	73499	Depreciation Expense	484,827	385,139	914,254	500,000	500,000
017	719	90150	73500	Depletion Expense	6,901	6,882	6,882	8,000	8,000
<b>Total Operating Expenses</b>					<b>3,515,928</b>	<b>3,749,361</b>	<b>6,286,937</b>	<b>7,621,873</b>	<b>7,178,798</b>
<b>Net Operating Income (Loss)</b>					<b>2,953,135</b>	<b>2,915,644</b>	<b>1,176,346</b>	<b>891,127</b>	<b>1,826,202</b>
017	095	00171	70010	Transfer To General Fund	(750,000)	(750,000)	(1,000,000)	(1,000,000)	(750,000)
				Transfer to Land Acquisition Fund	-	-	-	-	(250,000)
017	719	55100	00000	Lease Principal Payment	(450,072)	(468,660)	(488,016)	(508,171)	(529,158)
017	719	55200	00000	Lease Interest Payment	(250,831)	(232,179)	(214,437)	(194,281)	(173,294)
<b>Change in Net Assets</b>					<b>1,502,232</b>	<b>1,464,805</b>	<b>(526,107)</b>	<b>(811,325)</b>	<b>123,750</b>
Beginning Net Position					10,744,307	12,246,539	13,711,344	13,185,237	12,373,912
<b>Ending Net Position</b>					<b>12,246,539</b>	<b>13,711,344</b>	<b>13,185,237</b>	<b>12,373,912</b>	<b>12,497,662</b>

**Oconee County, South Carolina  
Debt Service Fund 090  
2023 - 2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Requested
090 080 00805 28000	Debt Service Revenue	2,119,688	2,188,702	1,637,663	1,857,268	1,964,034
	Number of Mills	3.0	3.0	3.0	2.0	2.0
	Total Debt Service Revenue	2,119,688	2,188,702	1,637,663	1,857,268	1,964,034
<b>General Obligation Debt Service</b>						
<b>Principal Payments</b>						
090 854 55100 00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	190,000	640,000	750,000	760,000
090 858 55100 00000	2016B GO Bond - Workforce Development Center	354,000	360,000	366,000	373,000	379,000
090 862 55100 00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	273,000	278,000	289,000	294,000	303,000
090 892 55100 00000	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond) (Final Payment FY21/22)	107,195	103,332	105,275	-	-
090 893 55100 00000	2019 GO Bond - Keowee Fire District	46,395	46,704	47,876	49,078	50,310
090 894 55100 00000	2022 GO Bond - Keowee Fire District	-	-	-	-	60,591
090 896 55100 00000	2013 GO Bond - Echo Hills	165,000	170,000	175,000	180,000	190,000
090 898 55100 00000	2011 GO Bond - Detention Center (Final Payment FY20/21)	530,000	545,000	-	-	-
		1,475,590	1,693,036	1,623,151	1,646,078	1,742,901
<b>Interest Payments</b>						
090 854 55200 00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	-	91,718	116,369	106,833	95,658
090 858 55200 00000	2016B GO Bond - Workforce Development Center	44,370	38,352	32,232	26,010	19,669
090 862 55200 00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	-	42,066	34,143	25,907	17,528
090 892 55200 00000	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond) (Final Payment FY21/22)	49,847	3,910	1,651	-	-
090 893 55200 00000	2019 GO Bond - Keowee Fire District	11,983	11,674	10,502	9,300	8,068
090 894 55200 00000	2022 GO Bond - Keowee Fire District	-	-	-	-	42,790
090 896 55200 00000	2013 GO Bond - Echo Hills	55,880	50,930	45,830	40,580	34,820
090 898 55200 00000	2011 GO Bond - Detention Center (Final Payment FY20/21)	322,150	16,350	-	-	-
		484,229	255,000	240,726	208,630	218,533
<b>Issuance Costs &amp; Fiscal Charges</b>						
090 854 55300 00000	2020 GO Refunding Bond - (Formerly 2011 GO Bond Detention Center)	125,000	-	-	-	-
090 862 55300 00000	2014 SS Refunding Revenue Bond Pointe West (Formerly 2010 SS Revenue Bond)	1,956	1,956	-	2,000	2,000
090 893 55300 00000	2019 GO Bond - Keowee Fire District	-	-	-	-	-
090 894 55300 00000	2022 GO Bond - Keowee Fire District	-	-	-	-	-
090 896 55300 00000	2013 GO Bond - Echo Hills	591	591	591	560	600
090 898 55300 00000	Payment FY20/21)	650	-	-	-	-
		128,197	2,547	591	2,560	2,600
<b>Total Debt Service Expenditures</b>		<b>2,088,017</b>	<b>1,950,583</b>	<b>1,864,469</b>	<b>1,857,268</b>	<b>1,964,034</b>

**Oconee County, South Carolina  
Debt Service Fund 090  
2023 - 2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Budget	FY 2024 Administrator Requested
	Number of Mills	3.0	3.0	3.0	2.0	2.0
<b>Other Financing Sources (Uses)</b>						
<b>Transfers</b>						
	Transfer In - From 10 Fund	-	-	-	-	-
	Transfer In - From 12 Fund	-	-	-	-	-
	Transfer In - From 315 Fund	-	-	-	-	-
	Transfer Out - To 10 Fund	-	-	-	-	-
	Transfer Out - To 12 Fund	-	-	-	-	-
<b>Proceeds from Debt</b>						
	2019 GO Bond - Keowee Fire District	-	-	-	-	-
	2017 GO Refunding Bond - Keowee Fire District (Formerly 2007 GO Bond)	-	-	-	-	-
	2020 GO Refunding Bond - (Formerly	7,369,900	-	-	-	-
<b>Payment to Refunded Bond Escrow Agent</b>						
	2011 GO Bond - Detention Center	(7,244,900)	-	-	-	-
<b>Short Term GO Debt Transactions Reclassified to Short Term</b>						
	2015 Short Term GO Bond - Bountyland Substation, South Cove & Library Proceeds	-	-	-	-	-
	Payment	-	-	-	-	-
	2016A Short Term GO Bond - Oconee Industry and Technology Park Proceeds	-	-	-	-	-
	Payment	-	-	-	-	-
<b>Total Debt Service Other Financing Sources (Uses)</b>		<b>125,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Change in Fund Balance</b>		<b>156,672</b>	<b>238,119</b>	<b>(226,806)</b>	<b>0</b>	<b>0</b>
<b>Beginning Fund Balance</b>		<b>2,236,893</b>	<b>2,393,565</b>	<b>2,631,684</b>	<b>2,404,878</b>	<b>2,404,878</b>
<b>Ending Fund Balance</b>		<b>2,393,565</b>	<b>2,631,684</b>	<b>2,404,878</b>	<b>2,404,878</b>	<b>2,404,878</b>

**Oconee County, South Carolina**  
**Debt Service Fund 090**  
**2023-2024 Budget**

Description	General Obligation Bonds				General Obligation Refunding Bond	Special Source Refunding Revenue Bond	Totals
	Series 2022 Keowee Fire Tax District	Series 2019 Keowee Fire Tax District	Series 2016B Workforce Development Center	Series 2013 OITP -Echo Hills Commerce Park	Series 2020 2011 GO Bond - Detention Center	Series 2014 Pointe West	
Principal	60,591	50,310	379,000	190,000	760,000	303,000	1,742,901
Interest	42,790	8,068	19,669	34,820	95,658	17,528	218,533
Fiscal Charges	-	-	-	600	-	2,000	2,600
<b>Total Debt Service Payments</b>	<b>103,381</b>	<b>58,378</b>	<b>398,669</b>	<b>225,420</b>	<b>855,658</b>	<b>322,528</b>	<b>1,964,034</b>

Original Principal	1,100,000	511,500	3,300,000	2,600,000	8,000,000	2,993,000
Outstanding Principal as of 6/30/2023	1,100,000	321,447	1,157,000	1,010,000	6,420,000	615,000
Term	14 Years	10 Years	10 Years	15 Years	11 years	11 Years
Final Maturity Date	2037	2029	2026	2028	2031	2025
Coupon Interest Rate(s)	3.89%	2.51%	1.70%	3-3.6%	1.49%	2.85%
Counts Against Debt Limit	No	No	Yes	Yes	Yes	No

**Attachment B**  
**Health Insurance Documents**

**To be added at a later Date**

**Oconee County Ordinance 2016-24**  
**EXHIBIT A**

**MODIFICATIONS TO THE OCONEE COUNTY HEALTH INSURANCE  
PLAN - RETIREE HEALTH INSURANCE PLAN PROVISIONS**

**THESE RETIREE HEALTH INSURANCE PLAN (THE “PLAN”) PROVISIONS ARE SUBJECT TO CHANGE, AND THE COUNTY’S ABILITY TO FUND THIS BENEFIT CAN BE IMPACTED BY FISCAL CHALLENGES AND LEGISLATIVE CHANGES. DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN, AS DESCRIBED HEREIN, MAY BE DEEMED UNSUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH INSURANCE GUIDELINES DESCRIBED HEREIN, OR OTHERWISE, ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY PARTICULAR TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE OR OTHER PERSON ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) IS “AT WILL” AND THAT NO OCONEE COUNTY EMPLOYEE (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR) HAS AN EMPLOYMENT AGREEMENT OR CONTRACT, AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING, WITHOUT LIMITATION, THOSE DESCRIBED IN THIS PLAN ARE ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY THE OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

1. To the extent there are any inconsistencies between the provisions contained herein and the provisions of “ATTACHMENT C” to Ordinance 2016-01, the provisions herein supersede and replace such provisions, which are hereby revoked and repealed.
2. Oconee County (the “County”) acting by and through the Oconee County Council (“County Council”) currently pays a percentage of the total cost of health benefits for certain retirees of Oconee County and desires to share cost increases of such benefits with current and future retirees who are qualified by twenty (20) or more years of consecutive full-time employment with Oconee County.
3. All current retirees will continue with their current retiree health insurance / plan benefits, with no changes at this time; however, such benefits are subject to change in the future.
4. **Grandfathered Employees:**
  - a. “Grandfathered Employees” are those employees of Oconee County who had at least twenty (20) consecutive years of full-time employment for Oconee County as of December 31, 2013.
  - b. Upon retirement, Grandfathered Employees will remain on the Oconee County Health Care Plan, under the same terms and conditions as when they were



actively employed, until age 65 or when they become Medicare eligible, whichever occurs first. Spouses of Grandfathered Employees are eligible for the same coverage as Grandfathered Employees, provided the spouse is on the Grandfathered Employee's County Health Care Plan at the time of his or her retirement.

- c. Once a retired Grandfathered Employee reaches age 65, he or she is required to enroll in Medicare parts A & B in order to receive the Subsidy, as defined and described in Section 4.d. below,
  - d. The Subsidy:
    - i. The County desires to contribute a monthly subsidy to all Grandfathered Employees upon retirement, when they reach 65 years of age or when they become Medicare eligible, whichever occurs first.
    - ii. Current Oconee County paid health benefit coverage for Grandfathered Employees under the Oconee County Employee Health Care Plan shall cease when the Grandfathered Employee retires (becoming a "Grandfathered Retiree") and reaches age 65 or becomes Medicare eligible, whichever occurs first. Discontinuance of County paid health benefit coverage for spouses of Grandfathered Employees / Retirees will also occur when the spouse reaches age 65 or becomes Medicare eligible, whichever occurs first. Effective January 1, 2016 the County began contributing a monthly subsidy of \$158 per Grandfathered Retiree, or \$316 per month if married and the spouse is covered. This subsidy is solely for the purpose of assisting the Grandfathered Retiree and spouse, if applicable, in purchasing a Medicare supplemental insurance plan.
    - iii. Increases to the cost of the Oconee County Employee Health Care Plan will depend upon actual costs; increases to the Subsidy will change annually by the lower of CPI (Consumer Price Index) or 3% per year. The CPI increase will be determined using September over September time frame
    - iv. Grandfathered Employees / Retirees may choose to decline coverage under the Plan at any time, but they will not be allowed to re-enroll in the Plan in the future, (with the exception of 2 prior grandfathered employees with special circumstances).
5. **"Non-grandfathered Employees"** are those employees hired prior to July 1, 2005, who complete 20 years of consecutive employment for Oconee County but who do not qualify as Grandfathered Employees.
- a. Non-grandfathered Employees will remain eligible for Oconee County Employee Health Care Plan benefits upon their retirement, subject to the conditions stated therein, and otherwise provided by law.
  - b. Spouses of Non-grandfathered Employees will not be eligible for Oconee County Employee Health Care Plan coverage upon retirement of the Non-grandfathered Employee.
  - c. Once a Non-grandfathered Employee retires and attains the age of 65 or becomes Medicare eligible, whichever occurs first, Oconee County Employee Health Care Plan Coverage will cease.
  - d. No Subsidy will be provided Non-grandfathered Employees or their spouses.

6. For all groups (Grandfathered and Non-grandfathered), identified in these guidelines, only actual Oconee County employment time is considered for the purpose of determining contributions by Oconee County. No purchased service time of any kind will be considered for any group for purposes of retiree health benefits from Oconee County.
7. Employees hired after June 30, 2005 are ineligible for both retiree health care coverage and the Subsidy

## **Summary:**

### **Grandfathered Employees**

- Must have 20 consecutive years of County employment as of December 31, 2013.
- Retiree and Spouse will remain on the Oconee County Health Care Plan until they reach age 65 or become Medicare eligible, whichever occurs first.
- At age 65 or upon Medicare eligibility, (whichever occurs first) a subsidy in the amount of \$158 for Retiree or \$316 for Retiree/Spouse will be offered in calendar year 2016. Subsidy increases over time by the lesser of 3% per year or the prevailing CPI rate increase each year.

### **Non-Grandfathered Employees**

- Must have 20 consecutive years County employment and hired before July 1, 2005.
- If retired prior to age 65, Retiree will remain on the Oconee County Health Care Plan until the retiree reaches age 65 or becomes Medicare eligible, whichever occurs first.
- No coverage will be provided for spouse upon retirement of the Non-Grandfathered Employee.
- No Subsidy will be provided Non-grandfathered Employees or their spouses.

### **Employees hired on or after July 1, 2005**

- Oconee County provides no retiree health care coverage or Subsidy.

### **Current Retirees**

- Will continue with the current retiree health insurance / Plan benefits being received, with no changes at this time; however, the Plan is subject to change in the future.

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-03**

AN ORDINANCE TO PROVIDE FOR THE LEVY OF TAXES FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT AND TO ESTABLISH THE BUDGET FOR THE KEOWEE FIRE SPECIAL TAX DISTRICT FOR THE FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

BE IT ORDAINED by the County Council for Oconee County, South Carolina, (the “County Council”), in accordance with the general law of the State of South Carolina, including, without limitation, Section 4-9-30, South Carolina Code, 1976, as amended and the Acts and Joint Resolutions of the South Carolina General Assembly, as follows:

**SECTION 1**

For the fiscal year beginning July 1, 2023 and ending June 30, 2024, \$990,000 is hereby appropriated for fire protection services in the Keowee Fire Special Tax District.

Keowee Fire Special Tax District	\$ 990,000.00
General Obligation Bond Series 2022 Payment	(103,381.05)
<b>Total payout of Tax Funding</b>	<b>\$ 886,618.95</b>

**SECTION 2**

A tax of sufficient millage, not to exceed 17.5 mills, to fund the aforesated appropriations for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Keowee Fire Special Tax District and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied on all taxable property, eligible to be lawfully taxed for such purposes, in the Keowee Fire Special Tax District.

**SECTION 3**

The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in the Keowee Fire Special Tax District to provide for the aforesated appropriations and direct expenditures of that Special Tax District for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

**SECTION 4**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 5**

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

**SECTION 6**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

Adopted in meeting duly assembled this \_\_\_ day of June, 2023.

OCONEE COUNTY, SOUTH CAROLINA

---

Matthew Durham  
Chairman, Oconee County Council

ATTEST

---

Jennifer C. Adams  
Clerk to County Council

First Reading: May 2, 2023  
Public Hearings: May 16, 2023  
Second Reading: May 16, 2023  
Public Hearings: June 6, 2023  
Third Reading: June 6, 2023

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-09**

**AN ORDINANCE AMENDING SECTION 32-222 OF THE OCONEE COUNTY CODE OF ORDINANCES SO THAT APPLICANTS FOR SUBDIVISIONS THAT ARE DESIGNED TO ACCESS STATE ROADS SHALL SUBMIT TO AND RECEIVE PRELIMINARY / CONDITIONAL APPROVAL FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION PRIOR TO RECEIVING FINAL APPROVAL FROM THE OCONEE COUNTY PLANNING DEPARTMENT; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

**WHEREAS**, the County is authorized by Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land development and subdivision standards in the unincorporated areas of the County;

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by revising the provision relating to preapproval by the South Carolina Department of Transportation (“SCDOT Preapproval”) regarding subdivision plans submitted to Oconee County for properties designed to access state roads;

**WHEREAS**, the Oconee County Planning Commission has considered this issue and recommends that Section 32-222 of the Oconee County Code of Ordinances be revised to read as follows:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties designed to access state roads shall submit to and receive conditional approval from the South Carolina Department of Transportation (“SCDOT”) prior to receiving final approval from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plans submitted to the County.

**WHEREAS**, County Council hereby agrees to modify Chapter 32 of the Code of Ordinances in this limited regard and particular only and to affirm and preserve all other provisions of the Code of Ordinances not expressly, or by implication, amended hereby; and

**WHEREAS**, after first reading of this Ordinance by County Council, the Oconee County Planning Commission will hold a public hearing on this matter upon thirty (30) days’ advance notice, consistent with Section 32-226(4) of the Oconee County Code of Ordinances; and it will report the results of that public hearing to County Council prior to County Council conducting second reading and holding its public hearing on this matter.

**NOW THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised, rewritten, and amended as follows:

Sec. 32-222 Preliminary plan and supporting data.

A. Submittal requirements.

10. Properties designed to access state roads shall submit to and receive conditional approval from the South Carolina Department of Transportation (“SCDOT”) prior to receiving final approval from the Oconee County Planning Department. All SCDOT comments shall be incorporated in the plans submitted to the County.

2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

3. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior subdivision or land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto.

4. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

5. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading:        May 2, 2023  
Second Reading:     \_\_\_\_\_  
Third Reading:        \_\_\_\_\_  
Public Hearing:        \_\_\_\_\_

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2023-10**

**AN ORDINANCE AMENDING ARTICLE IV OF CHAPTER 2 OF THE  
OCONEE COUNTY CODE OF ORDINANCES BY DISSOLVING THE  
ARTS AND HISTORICAL COMMISSION; AND OTHER MATTERS  
RELATED THERETO.**

**WHEREAS**, Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), acting by and through its governing body, the Oconee County Council (the “County Council”), created the Oconee County Arts and Historical Commission by enactment of Oconee County Ordinance No. 1979-20, which was codified in Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances (the “County Code”); and

**WHEREAS**, the Oconee County Arts and Historical Commission is no longer needed to serve the purposes for which it was created, and the Oconee County Parks, Recreation, and Tourism Director, with designated staff,<sup>1</sup> is hereby designated to ensure that the duties formally imposed on the Arts and Historical Commission are discharged.

**NOW, THEREFORE**, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. The Oconee County Arts and Historical Commission, initially established by Ordinance 1979-20 and as currently reflected in Division 4 of Article IV of Chapter 2 of the Oconee County Code of Ordinances is hereby dissolved, and the entire current content of Division 4 (Sections 2-321 through 2-326) of Article IV of Chapter 2 of the County Code is hereby deleted in its entirety.
2. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

---

<sup>1</sup> If the Parks Recreation and Tourism Director is, at any time, unable to carry out these responsibilities, the County Administrator shall select another staff member to serve in this capacity.



5. This Ordinance shall take effect and be in full force from and after third reading and enactment by Oconee County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

---

Jennifer C. Adams  
Clerk to Oconee County Council

---

Matthew Durham  
Chairman, Oconee County Council

First Reading: May 2, 2023  
Second Reading:  
Public Hearing:  
Third Reading:

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2023-11**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN OCONEE COUNTY, AS LESSOR, AND THE FOOTHILLS FARMSTEAD, AS LESSEE, IN ORDER TO ADD ADDITIONAL PROPERTY TO THE LEASE PREMISES; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”) is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina 1976, as amended, to lease real property and to make and execute contracts;

**WHEREAS**, on October 10, 2019, the County entered into a Ground Lease Agreement (“Lease”) with The Foothills Farmstead (“Lessee”) for property designated as “Lease Parcel 2” on the survey of Stephen R. Edwards attached hereto as Exhibit B;

**WHEREAS**, the parcel designated as Tract 1 (+/- 1.428 acres) on Exhibit B is now owned by the County;

**WHEREAS**, Lessee desires to add Tract 1 as additional property under the terms of the Lease in order to further expand its historical farmstead and related facilities, and County is willing to modify the Lease to accommodate that request; and

**WHEREAS**, attached hereto as Exhibit A is an Addendum to the Lease, which revises and increases the lease premises, consistent with the foregoing.

**NOW THEREFORE**, be it ordained, by County Council in meeting duly assembled that:

Section 1. Addendum to Lease Agreement Approved. The Addendum to the Lease Agreement is hereby approved, and the County Administrator is authorized to execute and deliver the Addendum in substantially the same form as Exhibit A attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments which may be necessary or incidental to the Addendum to the Lease Agreement and to execute and deliver any such documents and instruments on behalf of the County.

Section 3.     Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Ordinance.

Section 4.     General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 5.     Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading, in accordance with the Code of Ordinances of Oconee County, South Carolina.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading:       May 2, 2023  
Second Reading:     \_\_\_\_\_  
Third Reading:       \_\_\_\_\_  
Public Hearing:       \_\_\_\_\_

**EXHIBIT A**

*[See Attached]*

**EXHIBIT B**

*[See Attached]*

**ADDENDUM # 2 TO THAT CERTAIN GROUND  
LEASE DATED OCTOBER 10, 2019**

**THIS ADDENDUM # 2 TO THAT CERTAIN GROUND LEASE, DATED OCTOBER 10, 2019** is made and entered into by **OCONEE COUNTY, SOUTH CAROLINA** and **THE FOOTHILLS FARMSTEAD** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**RECITALS:**

**WHEREAS**, on October 10, 2019, Oconee County (“Lessor”) entered into a Ground Lease Agreement (“Lease”) with The Foothills Farmstead (“Lessee”) for the property designated “Lease Parcel 2” on the survey of Stephen R. Edwards, attached hereto as Exhibit A;

**WHEREAS**, the parcel designated as Tract 1 (+/- 1.428 acres) on Exhibit A is now owned by the County;

**WHEREAS**, Lessee desires to add Tract 1 as additional property under the terms of the Lease, in order to further expand its historical farmstead and related facilities, and County is willing to modify the Lease to accommodate Lessor’s request.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows.

1. The Ground Lease Premises subject to the Lease is hereby increased to include the property shown as Tract 1 (+/- 1.428 acres) on Exhibit A;
2. All other terms and provisions of the Lease remain in full force, and Lessor and Lessee do hereby ratify and confirm the Lease as amended hereby.

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Addendum # 2 to be executed and delivered as of the day and year first above written.

*SIGNATURES ON FOLLOWING PAGE*

IN THE PRESENCE OF:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

LESSOR:

**OCONEE COUNTY,  
SOUTH CAROLINA**

By: \_\_\_\_\_  
Amanda F. Brock  
Oconee County Administrator

**THE FOOTHILLS FARMSTEAD**

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed name*

Its: \_\_\_\_\_

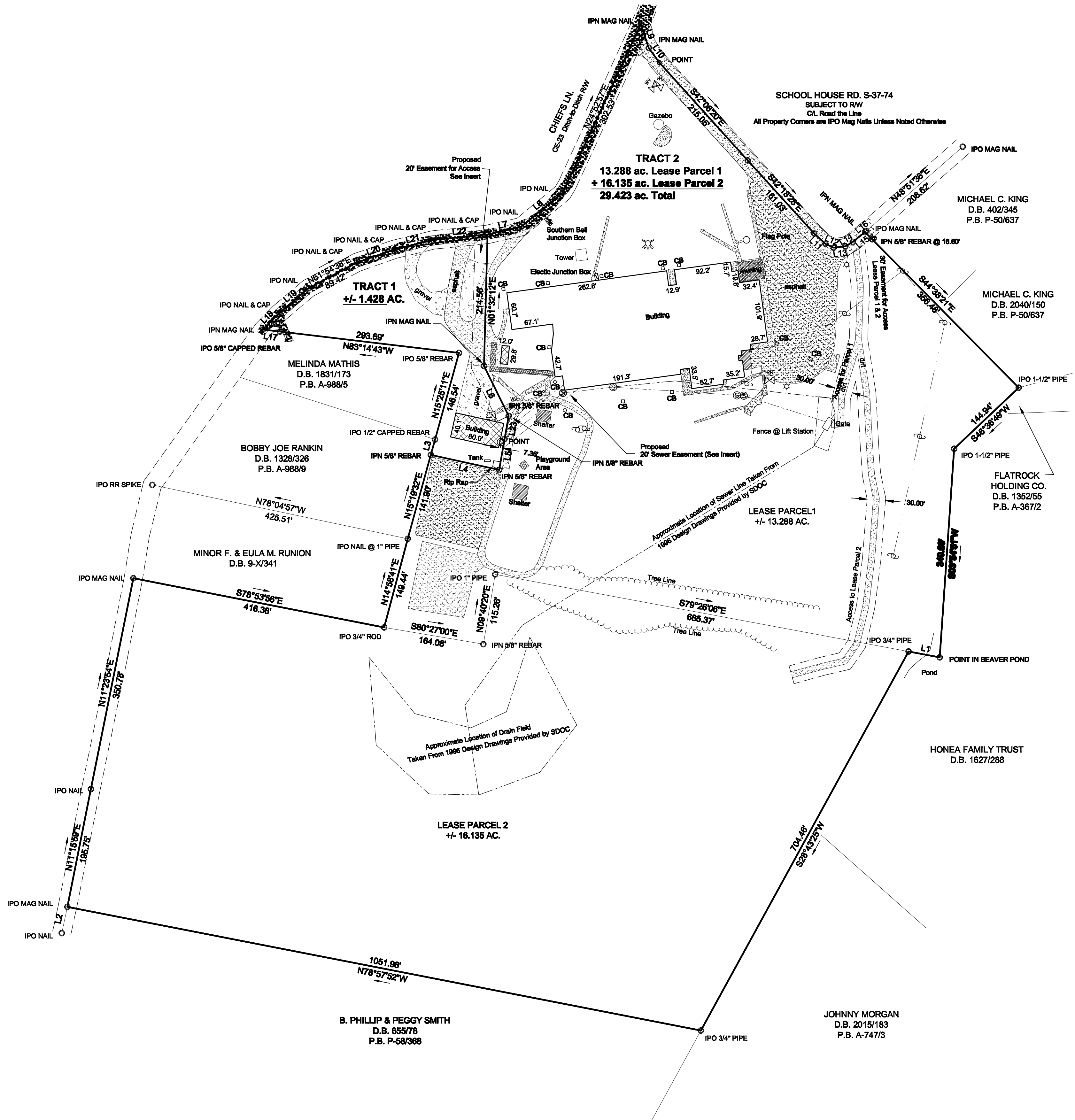
**EXHIBIT A**

*[See Attached]*



Exhibit B

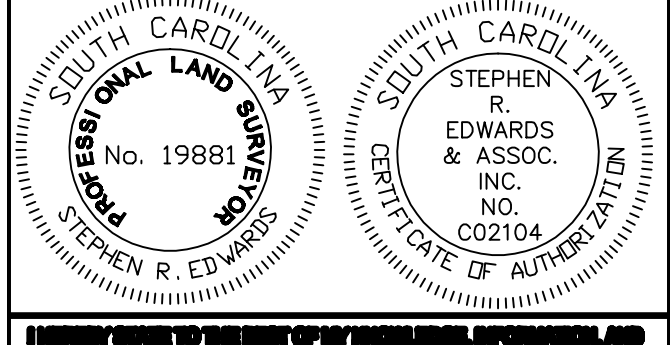
LEGEND	
	Transformer
	Propane Tank
	Catch Basin - CB
	Power Pole
	Light Pole
	Manhole
	Fire Hydrant
	Telephone Pedestal
	Water Valve
	Irrigation Valve



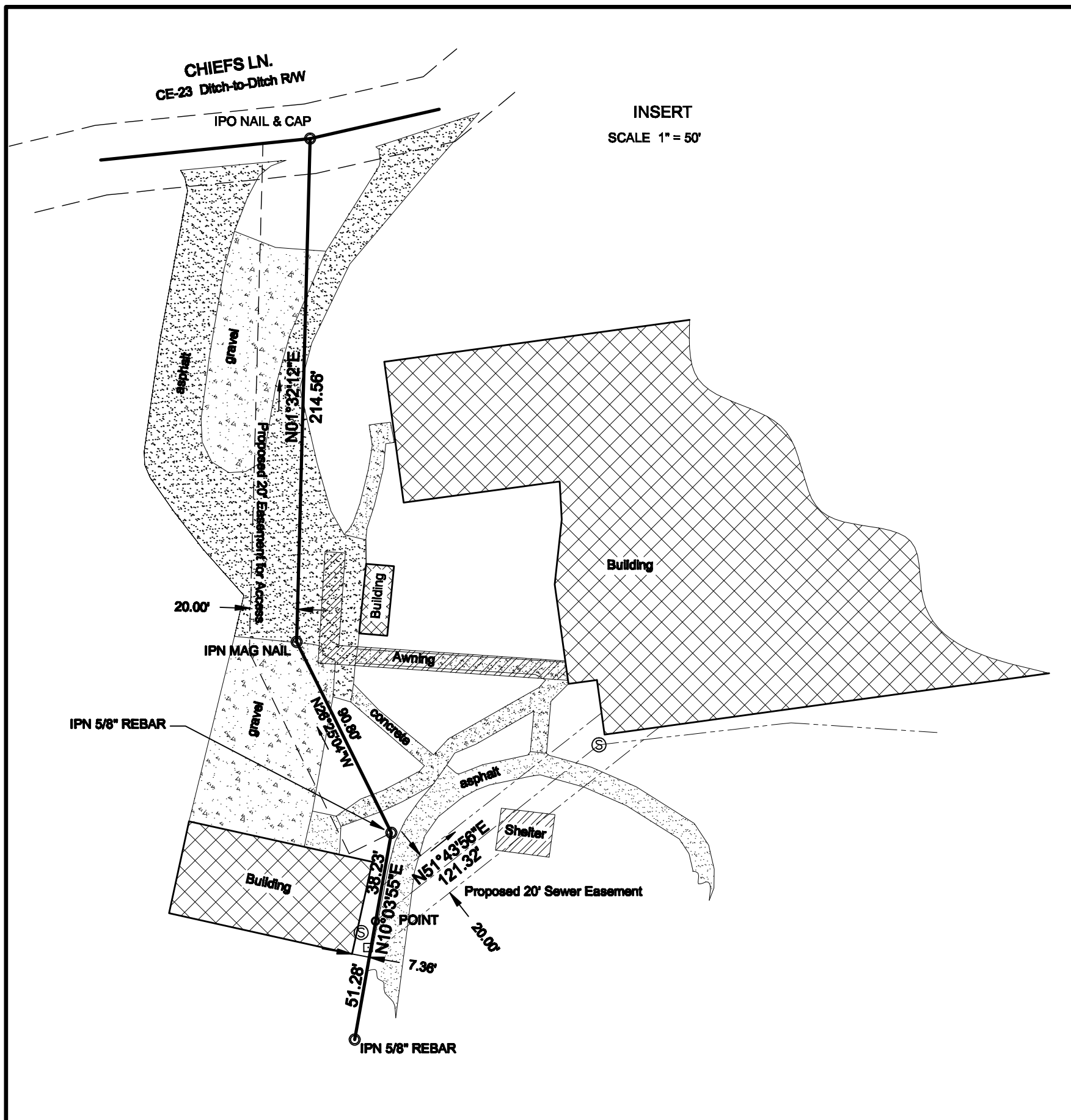
LINE	BEARING	LENGTH
L1	N79°28'06\"W	51.65
L2	S12°16'58\"W	43.55
L3	N15°19'32\"E	25.96
L4	S77°32'14\"E	114.04
L5	N10°03'55\"E	51.28
L6	N26°25'04\"W	90.80
L7	N77°06'04\"E	56.47
L8	N50°31'37\"E	67.39
L9	S18°34'16\"E	40.96
L10	S35°51'54\"E	29.28
L11	S47°07'48\"E	24.84
L12	S65°35'53\"E	14.92
L13	N83°20'58\"E	19.04
L14	N80°00'44\"E	13.88
L15	N50°47'25\"E	25.84
L16	N50°47'25\"E	2.76
L17	N83°19'04\"W	27.93
L18	N44°35'28\"E	39.26
L19	N48°43'22\"E	60.92
L20	N70°46'23\"E	65.29
L21	N76°19'22\"E	64.03
L22	N84°08'51\"E	89.60
L23	N10°03'55\"E	38.23

- NOTES
- REFERENCES  
-D.B. 3-R/72, 5-K/34, 6-U/24, 9-Q/263, 12-R/66 & 565/274  
-P.B. N/20, P-41/326 & P-57/84  
-TAX MAP NUMBER: 300-00-02-012
  - ACREAGE SHOWN INCLUDES ALL RIGHT-OF-WAYS AND OR EASEMENTS.
  - THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHT-OF-WAYS AND OR RESTRICTIONS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
  - ANY WARRANTY FOR THIS SURVEY IS NON-TRANSFERABLE.
  - REVISED 07-13-2017 TO SHOW 30' ACCESS EASEMENT.
  - REVISED 07-13-2017 TO SHOW LEASE PARCELS 1 & 2.

**BOUNDARY SURVEY FOR**  
**SCHOOL DISTRICT OF**  
**OCONEE COUNTY**  
CENTER TOWNSHIP, OCONEE COUNTY, SOUTH CAROLINA  
**STEPHEN R. EDWARDS & ASSOCIATES, INC.**  
1402 W. HIGHWAY 67, WEST GASTON, S.C. 29020  
REVISED: 07-13-2017 JOB NUMBER: 15-193  
DIME: 01-03-2016 (94) 710-4120



WEST-OAK HWY.  
CHIEFS LN.  
SCHOOL HOUSE LN.  
CANTON CR.LOOKOUT HILL



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2023**

**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Title: Funding allocation to Oconee Joint Regional Sewer Authority for Engineering for Sewer South Phase II project.

**Amount: \$424,500**

\*Contingency Funding

**Contingency: \$575,500**

**Department: Economic Development / Administration**

**Project Total: \$1,000,000**

**BACKGROUND DESCRIPTION:**

- On March 3, 2023, Oconee County Council reaffirmed its commitment for funding, not to exceed \$2,500,000, for wastewater infrastructure expansion in Oconee County related to the Sewer South project.
- Funding from the U.S. Economic Development Administration [EDA], South Carolina Rural Infrastructure Authority [RIA] and Oconee County will be utilized for the expansion of wastewater infrastructure to the I-85 exits, under management by the Oconee Joint Regional Sewer Authority.
- The bid for this phase has been awarded, in the amount of \$12.3 Million. Construction is anticipated to start in early June of this year.
- Engineering and professional services, provided to the OJRSA, in the amount of \$424,500 are necessary for construction administration and resident project representative services for the completion of the Project.
- The EDA grant contingency funding, in the amount of \$417,530, has been accounted for in the construction budget, and leaves the project without any contingency funding.
- Contingency Funding is included in for managing the risk of cost escalation and covering potential estimate shortfalls. Oconee County typically includes 10% contingency funding for projects managed by Oconee County.
- There may be additional requests for Contingency Funding should the current requested amount become depleted.
- The purpose of the Sewer South project is to develop industrial, commercial and residential sanitary sewer infrastructure in areas of Oconee County where it does not currently exist.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

Additional engineering and professional services are required for the completion of the Project.

Contingency funding will be utilized in the event that construction costs exceed original estimates due to supply delays, cost escalations and other unknown events. Additional contingency funding may be required should the approve funding be depleted prior to project completion.

**FINANCIAL IMPACT [Brief Statement]:**

Funding will be provided through the Economic Development Capital Projects (315) Fund.

**ATTACHMENTS:**

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve funding in the amount of \$424,500 for engineering and professional services; plus an additional contingency amount of \$575,500. The contingency will be utilized for any unforeseen costs that may arise.

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

# DAVIS & FLOYD

SINCE 1954

## Letter of Transmittal

**DATE:** April 25, 2023

**RE:** 1-85 Corridor Sewer Expansion  
EDA Site Certificate Documents

**TO:** Oconee Joint Regional Sewer Authority  
623 Return Church Road  
Seneca, SC 29678

**JOB NO.** 045004.01

**PHASE:**

**ATTN:** Chris Eleazer

**REF. NO.**

**DELIVERY METHOD USED FOR THE ITEMS LISTED BELOW:** E-mail

**IF HAND DELIVERED, PLEASE INCLUDE  
INITIALS OF DELIVERY PERSON:**

COPIES	DESCRIPTION OF ITEMS
1	Agreement Between Owner and Engineer for Construction Administration and Construction Observation

**REMARKS:** Chris

Please see attached engineering agreement modified to just include the construction administration and observation (inspection) services for the above referenced project. The contract agreement is a lump sum amount for the Construction Administration services for a total amount of \$162,300 as indicated in Exhibit C. The Resident Construction Representative services will be cost plus maximum with estimated cost of \$262,200 based on 9 month period. We will provide updates during the project of what is being used in this budgeted amount. Therefore, the total amount of the agreement with the LS plus the CPM amount is  $\$162,300 + 262,200 = \$424,500.00$ .

<b>COPY TO:</b>	
	Amanda Brock, Oconee County



**SENDER'S  
NAME:**

John E. Reynolds, PE

**THIS TRANSMITTAL ORIGINATED FROM  
THE FOLLOWING DAVIS & FLOYD OFFICE:** GNVL - 164 Milestone Way, Suite 200, Greenville, SC 29615-6623, Phone: (864) 527-9800

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

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**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of 4/24/2023 (“Effective Date”) between  
Oconee Joint Regional Sewer Authority (OJRSA) (“Owner”) and  
Davis and Floyd, Inc. (D&F) (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

I-85 Corridor Sewer Expansion ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Construction Contract Administration Services, Resident Project Representative Services  
and Post Construction Services

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Engineer’s services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### **3.01 Commencement**

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### **3.02 Time for Completion**

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

#### **4.02 Payments**

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:



1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01 *Opinions of Probable Construction Cost***

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

### **5.02 *Designing to Construction Cost Limit***

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement. Not Applicable

### **5.03 *Opinions of Total Project Costs***

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
  - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

~~6.02 — Design Without Construction Phase Services~~

- ~~A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application~~

~~and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.~~

### 6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

### 6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

## 6.06 *Suspension and Termination*

### A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

### B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,
  - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - b. by Engineer:
    - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
    - 3) Engineer shall have no liability to Owner on account of such termination.
  - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state of South Carolina.

#### 6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.



- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

#### 6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.



- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

#### 6.11 *Mutual Waiver*

- A. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- B. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- C. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

#### 6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
  - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. (NOT USED)
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. (Not Used)
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

### 8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### 8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### 8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: Oconee Joint Regional Sewer Authority

Engineer: Davis and Floyd, Inc.

By: \_\_\_\_\_  
Print name: Christopher Eleazer, MPA  
Title: Executive Director  
Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Print name: Michael V. Horton, PE, CFM, LEED-AP  
Title: Chief Engineering Officer  
Date Signed: 04/25/2023

Engineer License or Firm's Certificate No. (if required):  
00538  
State of: South Carolina

Address for Owner's receipt of notices:  
623 Return Church Road  
Seneca, SC 29678

Address for Engineer's receipt of notices:  
PO Drawer 428  
Greenwood, SC 29648

Designated Representative (Paragraph 8.03.A):  
Christopher Eleazer, MPA  
Title: Executive Director  
Phone Number: (864) 972-3900  
E-Mail Address: chris.eleazer@ojrsa.org

Designated Representative (Paragraph 8.03.A):  
John E. Reynolds, PE  
Title: Associate/Sr. Project Manager  
Phone Number: (843) 519-1050  
E-Mail Address: jreynold@davisfloyd.com



This is **EXHIBIT A**, consisting of 11 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023

## Engineer's Services

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### PART 1 – BASIC SERVICES

#### A1.01—~~Study and Report Phase~~

A.—Engineer shall:

- 1.—~~Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.~~
  - a.—~~If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: [ ] **[List the specific potential solutions here.]**~~
  - b.—~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.~~
  - c.—~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [ ] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
- 2.—Identify potential solution(s) to meet Owner's Project requirements, as needed.
- 3.—Study and evaluate the potential solution(s) to meet Owner's Project requirements.
- 4.—Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- 5.—Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Perform or provide the following other Study and Report Phase tasks or deliverables:  
[ ] **[List any such tasks or deliverables here.]**~~
- ~~15. Furnish [ ] review copies of the Report and any other Study and Report Phase deliverables to Owner within [ ] days of the Effective Date and review it with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~
- ~~16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [ ] copies of the revised Report and~~

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Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.

any other Study and Report Phase deliverables to the Owner within [ ] days of receipt of Owner's comments.

- B. ~~Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

#### ~~A1.02—Preliminary Design Phase~~

- A. ~~After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~

~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

~~9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:  
[ ] **[List any such tasks or deliverables here.]**~~

~~10. Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ ] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

#### ~~A1.03 Final Design Phase~~

~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~

~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~

~~2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~

~~3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such~~

authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

- ~~4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~
  - ~~5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~
  - ~~6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~
  - ~~7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~
  - ~~8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.~~
  - ~~9. Perform or provide the following other Final Design Phase tasks or deliverables:  
[ ] ***[List any such tasks or deliverables here.]***~~
  - ~~10. Furnish for review by Owner, its legal counsel, and other advisors, [ ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [ ] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~
  - ~~11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [ ] final copies of such documents to Owner within [ ] days after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.~~

- C. ~~In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~
- D. ~~The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [ ]. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

~~A1.04—Bidding or Negotiating Phase~~

- A. ~~After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~
- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
  - ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
  - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
  - ~~4. Consult with Owner as to the qualifications of prospective contractors.~~
  - ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
  - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

- ~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~
  - ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
  - ~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [ ] **[List any such tasks or deliverables here.]**~~
- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

#### A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
  4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
  5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data,



drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
7. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
8. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.



9. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
10. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
11. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
12. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
16. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

17. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
18. *Inspections and Tests*:
  - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
19. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
20. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
  - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the

Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
21. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
  22. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
  23. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: ***Provide record drawings of the construction project from information provided by the construction contractor. There will be 1 prime construction contractor for this construction project.***
  24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form

attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
  3. Perform or provide the following other Post-Construction Phase tasks or deliverables:  
None
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

## **PART 2 – ADDITIONAL SERVICES**

### A2.01 *Additional Services Requiring Owner’s Written Authorization*

- C. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
  2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
  3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
  4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
  5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
  6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
  7. Undertaking investigations and studies including, but not limited to:
    - a. detailed consideration of operations, maintenance, and overhead expenses;
    - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
    - c. preparation of appraisals;
    - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
    - e. detailed quantity surveys of materials, equipment, and labor; and

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**Exhibit A – Engineer's Services**

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
18. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

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**Exhibit A – Engineer's Services**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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19. Preparation of operation, maintenance, and staffing manuals.
20. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
22. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
23. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
24. Overtime work requiring higher than regular rates.
25. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
26. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
27. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
28. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

**A2.02** *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or



equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.



## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
  1. Property descriptions.
  2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
  4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
  5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
  6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
  7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
  2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: NONE

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**Exhibit B – Owner's Responsibilities**

**EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.**

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated 4/24/2023

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of \$162,300.00 based on the following estimated distribution of compensation:

a. Construction Phase	\$160,300.00
b. Post-Construction Phase	\$ 2,000.00
  2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
  3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: None
  5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 15 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment**

**A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:**

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be \$262,200 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over 285 calendar day construction schedule.

**B. Compensation for Reimbursable Expenses:**

1. For those Reimbursable Expenses that are directly related to the provision of Resident Project Representative or Post-Construction Services, , Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.15.
4. The Reimbursable Expenses Schedule will be adjusted once per calendar year to reflect equitable changes in the compensation payable to Engineer.

**C. Other Provisions Concerning Payment Under this Paragraph C2.04:**

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.15.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
  - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
  - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
5. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
6. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

### Reimbursable Expenses Schedule

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Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	At cost x 1.15
Copies of Drawings	At cost x 1.15
Mileage (auto)	Current Federal Rate
Sub-consultants	At cost x 1.15



This is **Appendix 2 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

## **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.04.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<b>Inspector I</b>	<b>\$</b>	<b>70/hour</b>
<b>Inspector II</b>	<b>\$</b>	<b>90/hour</b>
<b>Inspector III</b>	<b>\$</b>	<b>135/hour</b>
<b>Resident Construction Manager I</b>	<b>\$</b>	<b>145/hour</b>
<b>Resident Construction Manager II</b>	<b>\$</b>	<b>170/hour</b>
<b>Resident Construction Manager III</b>	<b>\$</b>	<b>200/hour</b>

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023

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## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### **ARTICLE 1 - SERVICES OF ENGINEER**

#### *D1.01 Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions.
  
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
  
- C. The duties and responsibilities of the RPR are as follows:
  - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  
  - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  
  - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
  2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.



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**NOTICE OF ACCEPTABILITY OF WORK**

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:**

\_\_\_\_\_  
**Owner**

**And To:**

\_\_\_\_\_  
**Contractor**

**From:**

\_\_\_\_\_  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer’s professional opinion.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_



This is **EXHIBIT G**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

## Insurance

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:
1. By Engineer:
    - a. Workers' Compensation: Statutory
    - b. Employer's Liability --
      - 1) Bodily injury, each accident: \$1,000,000
      - 2) Bodily injury by disease, each employee: \$1,000,000
      - 3) Bodily injury/disease, aggregate: \$1,000,000
    - c. General Liability --
      - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
      - 2) General Aggregate: \$1,000,000
    - d. Excess or Umbrella Liability --
      - 1) Per Occurrence: \$
      - 2) General Aggregate: \$
    - e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):  
\$1,000,000
    - f. Professional Liability --
      - 1) Each Claim Made \$1,000,000
      - 2) Annual Aggregate \$1,000,000
    - g. Other (specify): None
  2. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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Exhibit G – Insurance.

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

## **Dispute Resolution**

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by **mediator or mediation service mutually agreed upon by Owner and Engineer**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

## **Limitations of Liability**

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Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

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2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

This is **EXHIBIT J**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

**Special Provisions (Not Used)**

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This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated 4/24/2023.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

The Effective Date of this Amendment is: \_\_\_\_\_.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- \_\_\_\_\_ Additional Services to be performed by Engineer
- \_\_\_\_\_ Modifications to services of Engineer
- \_\_\_\_\_ Modifications to responsibilities of Owner
- \_\_\_\_\_ Modifications of payment to Engineer
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

***Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.***

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

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By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: **May 2, 2023**

### ITEM TITLE:

**Title: Two (2) Mini Pumper Fire Apparatuses with Loose Equipment Department(s): Emergency Services Amount: \$775,088.83**

### FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **\$775,088.83** Project Cost: **\$775,088.83** Balance: **\$0.00** Finance Approval: \_\_\_\_\_

### BACKGROUND DESCRIPTION:

These Fire Apparatuses are Southeast Extreme Duty Ford F550 Crew Cab Mini Pumpers with a 3/16" All Aluminum 10.5' Bodies trucks with 300 Gallon Polypropylene Tanks, Hale DSD-1250 Side-Mount 1,250 GPM Pumps and will include loose equipment. These apparatuses will be built in accordance to NFPA (National Fire Protection Association).

These Fire Apparatuses will be stationed at Keowee Ebenezer and Friendship Volunteer Fire Departments.

The County is utilizing the H-GAC (Houston-Galveston Area Council of Governments) contract through a cooperative purchasing agreement. H-GAC cooperative purchasing allows government agencies to purchase directly from the manufacturer or authorized dealers. H-GAC contracts are bid and awarded on a national level and purchases may be fulfilled by the manufacturer and / or authorized local or state dealers. The Fleet Maintenance Director also approves this purchase.

### SPECIAL CONSIDERATIONS OR CONCERNS:

Southeast Manufacturing was awarded H-GAC contract number FS12-19 for Fire Apparatuses.

Southeast Manufacturing is the Supplier and Williams Fire Apparatus is the authorized dealer for Southeast Apparatus. Williams Fire Apparatus will provide any service or warranty repairs required.

Keowee Ebenezer Fire Department is to pay \$1,900.00 directly to Williams Fire and Apparatus for additional options added per their request. This amount has been deducted from Truck 1.

### ATTACHMENT(S):

1. Pricing spreadsheet
2. Williams Fire Apparatus H-GAC Quote with Wally's Fire loose equipment quote (Keowee Ebenezer Fire Department – Truck 1)
3. Williams Fire Apparatus H-GAC Quote with Wally's Fire loose equipment quote (Friendship Fire Department – Truck 2)
4. Williams Fire Apparatus H-GAC Quote with Spartan Fire and NAFECO loose equipment quotes

### STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the award of Two Mini Pumper Fire Trucks and Loose Equipment to Williams Fire Apparatus of Ashland, AL in the amount of \$775,088.83, per H-GAC Contract No. FS12-19.

Submitted or Prepared By: \_\_\_\_\_ Approved for Submittal to Council: \_\_\_\_\_  
Tronda C. Popham, Procurement Director Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

		<b>Truck 1 Keowee - Ebenezer FD</b>	<b>Truck 2 Friendship FD</b>
	<b>All Options with Pricing</b>		
FS19DDC01 2019 Pricing	Southeast Apparatus Extreme Duty 3/16" All Aluminum 14" Pumper Body - KW T-370 2 Door - Side Mount 1,250 GPM Pump	242,200.00	242,200.00
	2021 Approved Increase (4.5%)	10,899.00	10,899.00
	2022 Approved Increase (4.46%)	\$11,286.00	\$11,286.00
TOW	Rear Towing Package - Rear Receiver Hitch	\$785.00	\$0.00
LSHELF	Large Adjustable Shelves (\$750 each) X4	\$3,000.00	\$3,000.00
F-PEG	Ford Power Equipment Group - Windows , Mirrors, Locks	\$1,125.00	\$1,125.00
STRIPE	Basic Vinyl Graphics Package	\$850.00	\$850.00
ARTSL	Telescoping LED Scene Light (\$975 each) X2	\$1,950.00	\$1,950.00
K1000	Kussmaul 1000 Battery Maintainer with Super Auto-Eject	\$1,060.00	\$1,060.00
CPWS	Communication Pre-Wire Provision	\$350.00	\$350.00
F550-F550-4	F-550 Crew Cab Chassis	\$3,800.00	\$3,800.00
1KTRAY	1,000-lb Slide Tray	\$2,000.00	\$2,000.00
FSTEP	Folding Steps (\$125 each) X6	\$750.00	\$750.00
DTHT	DT Hose Tray (Ladders Box)	\$845.00	\$845.00
F-DIESEL	Ford Powerstroke Turbo Diesel	\$9,010.00	\$9,010.00
BACC	Air Cylinder Wheel Well Storage (\$255 each) X4	\$1,020.00	\$1,020.00
HBD	Hose Bed Divider (\$735 each) X2	\$1,470.00	\$1,470.00
UNP	Rear Winch Wiring Provision	\$2,615.00	\$0.00
UNP	Extended Bumper and Discharge	\$8,200.00	\$0.00
UNP	Air Horns and Aux Air Pump	\$2,000.00	\$2,000.00
UNP	Pump Upgrade - Compact Module	\$20,000.00	\$20,000.00
UNP	Booster Hose for Reel	\$0.00	\$1,470.00
UNP	Booster Reel	\$0.00	\$7,230.00
	Loose Equipment - Wally's Fire	\$34,059.40	\$39,842.43
	To Be Paid by Keowee - Ebenezer Volunteer Fire Department Directly to Williams Fire	(\$1,900.00)	N/A
	<b>Sub-Total</b>	\$357,374.40	362,157.43
	SC State Sales Tax	\$500.00	\$500.00
	Grand Total Per Truck	\$357,874.40	\$362,657.43
	<b>Total for Two Trucks</b>		<b>\$720,531.83</b>
<b>Additional Loose Equipment</b>			
	Loose Equipment - Safe Industries		\$51,257.00
	Loose Equipment - Nafeco		\$3,300.00
	Total for additional Loose Equipment for Truck reassigned to the Bountyland Firestation		<b>\$54,557.00</b>
	<b>Total Award Amount</b>		<b>\$775,088.83</b>



Truck 1 - Keowee Ebenezer Volunteer Fire Department



Southeast/Williams Fire Apparatus HGAC Proposal for Mini Pumper #1 for Oconee County Fire Service

Contract # FS12-19

FS19DDC01	Southeast Extreme Duty Ford F550 Mini Pumper	\$242,200.00
	2021 Price Increase of 4.5%	10,899
	2022 Price Increase of 4.46%	11,286
TOW	Rear Towing Package - Rear Receiver Hitch	785.00
LSHELF	Large Adjustable Shelves (\$750 each) X4	3,000.00
F-PEG	Ford Power Equipment Group - Windows, Mirrors, Locks	1,125.00
STRIPE	Basic Vinyl Graphics Package	850.00
ARTSL	Telescoping LED Scene Light (\$975 each) X2	1,950.00
K1000	Kussmaul 1000 Battery Maintainer with Super Auto-Eject	1,060.00
CPWS	Communication Pre-Wire Provision	350.00
F550-F550-4	F-550 Crew Cab Chassis	3,800.00
1KTRAY	1,000-lb Slide Tray	2,000.00
FSTEP	Folding Steps (\$125 each) X6	750.00
DTHT	DT Hose Tray (Ladders Box)	845.00
F-DIESEL	Ford Powerstroke Turbo Diesel	9,010.00
BACC	Air Cylinder Wheel Well Storage (\$255 each) X4	1,020.00
HBD	Hose Bed Divider (\$735 each) X2	1,470.00
UNP	Rear Winch Wiring Provision	2,615.00
UNP	Extended Bumper and Discharge	8,200.00
UNP	Air Horns and Aux Air Pump	2,000.00
UNP	Pump Upgrade – Compact Module	20,000.00
	Keowee-Ebenezer Fire Department to cover \$1,900.00 of this cost for items they added to the truck.	-1,900.00
	SC Sales Tax	\$500.00
	Wallys Loose Equipment	\$34,059.40
	Total	\$357,874.40



**Wally's Fire & Safety Equipment, Inc.**

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
FAX: (843) 464-1001

# QUOTE

Date	Quote #
4/14/2023	56563

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

**PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
		<b>FOR: KEOWEE - EBENEZER F.D. - MINI PUMPER</b>		
2	HN HSH-60NHRL-10	FLEX-LITE SUCTION HOSE, 6" HOSE, 6"NHRL MALE X 6"NHRL FEMALE, 10' LONG	732.00	1,464.00
8	NAFH PT30X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 3" HOSE X 2.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	411.00	3,288.00
5	NAFH HF5X100_RS	NORTH AMERICAN HI-FLOW 400 LDH NITRILE RUBBER FIRE HOSE. 5" HOSE X 5"ST X 100'. NITRILE RUBBER ENCAPSULATED THROUGH THE WEAVE PROCESS. RE/ATTACHABLE LOCKING STORZ COUPLINGS. COLOR:	1,205.00	6,025.00
10	NAFH PT17X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 1.75" HOSE X 1.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	208.00	2,080.00
<p>WF&amp;S accepts credit card payments. WF&amp;S will access a 3% convenience charge for choosing credit card method of payment.</p>			<b>Subtotal</b>	

**STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD**

**ATTENTION !!!!!!!  
FREIGHT IS NOT INCLUDED  
UNLESS LISTED ABOVE**

<b>Sales Tax (0.0%)</b>
<b>Total</b>



Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
FAX: (843) 464-1001

# QUOTE

Date	Quote #
4/14/2023	56563

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Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
4	NAFH PT25X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 2.5" HOSE X 2.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	291.00	1,164.00
1	TFT ME22VPGI-354	METRO 2 NOZZLE, 250gpm @ 50psi, WITH SIMPLE INTER CHANGEABLE FLOW DISC, PISTOL GRIP, 2.5"NH	859.00	859.00
3	TFT ME1VPGI-173	METRO 1 NOZZLE, 150gpm @ 75psi, WITH SIMPLE INTER CHANGEABLE FLOW DISC, PISTOL GRIP, 1.5"NH	738.00	2,214.00
1	TFT H-2VPP	PLAYPIPE WITH VALVE, 2.5"NH(F) X 1.5"NH(M)	726.00	726.00
1	TFT FS-3STACK	NFPA STACKED TIPS, 1.5" INLET Tip Diameters are 1-1/4, 1-1/8", and 1"	139.00	139.00
1	RH FHAX-06	FLAT HEAD AXE, FIBERGLASS HANDLE, 6 POUND	72.00	72.00
1	RH PHAX-06	PICK HEAD AXE, FIBERGLASS HANDLE, 6 POUND	77.00	77.00
1	FHU NHF-06	NATIONAL HOOK PIKE POLE, FIBERGLASS HANDLE, 6'	108.00	108.00
1	FHU RH-06	NEW YORK ROOF HOOK, STEEL HANDLE, 6'	141.00	141.00
1	FHU NHF-08	NATIONAL HOOK PIKE POLE, FIBERGLASS HANDLE, 8'	124.00	124.00
3	SL 44451	FIRE VULCAN LED VEHICLE SYSTEM, ORG, DC DIRECT WIRE	176.00	528.00
1	BECO AX411	FIRE EXTINGUISHER, ABC, 20#	165.00	165.00
1	BECO AX240	FIRE EXTINGUISHER, WATER, 2.5 GALLON	158.00	158.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		<b>Subtotal</b>		
		<b>Sales Tax (0.0%)</b>		
		<b>Total</b>		

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

ATTENTION !!!!!!!  
FREIGHT IS NOT INCLUDED  
UNLESS LISTED ABOVE





Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
FAX: (843) 464-1001

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Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #	Terms	Sales Person
	NET 30	BOONE

Qty	Item Number	Description	Unit	Ext. Price
3	RH 148-3	WRENCH SET, (1) #105 HYDRANT WRENCH, (2) #101 SPANNERS & HEAVY DUTY MOUNTING BRACKET	186.00	558.00
1	RH 105	HYDRANT WRENCH,ADJUSTABLE,W/DOUBLE SPANNER	72.00	72.00
1	RH 35 25NH25NH	ADAPTER,DOUBLE FEMALE,RLSW,2.5"NH X 2.5"NH	47.00	47.00
1	RH 36 25NH25NH	ADAPTER,DOUBLE MALE,RL,2.5"NH X 2.5"NH	28.00	28.00
1	NUPLA 13120	RUBBER MALLET, 2#, H GRIP	27.00	27.00
2	ZICO SAC-44-E	WHEEL CHOCK,FOLDING,ALUMINUM,UP TO 44" TIRE,EACH	339.00	678.00
2	ZICO SQCH-44-H	WHEEL CHOCK BRACKET, HORIZONTAL, FOR SAC-44-E, EACH	113.00	226.00
2	HUSKY HTV-12X14	SALVAGE COVER, 10oz. VINYL, RED, 12' X 14'	118.00	236.00
1	DT CC5B	COLLAPSIBLE CONES,5-28" , W/REFLECTIVE COLLARS AND STORAGE BAG	205.00	205.00
1	AERVOE 11630	UNIVERSAL FLARE KIT, 4-FLARES, RED LED's, ONE LEVEL OF LIGHTS, RECHARGEABLE BATTERIES INCLUDED, WITH CHARGING CASE, CASE OF (2)	285.00	285.00
1	RAMFAN GX200	PPV FAN, 2.1hp HONDA GHX50 ENGINE, 16", 12,800cfm, GG5010	2,338.00	2,338.00
1	TFT XFC-32-2NJ2	CROSSFIRE PACKAGE,SAFE-TAK & MASTER STREAM Package Includes: #XFH-2NJ Safe-Tak Ground Base with Safety Shutoff (2-2.5"NH Female Inlets) #XF-B Storage Bracket for Ground Base #XFT-NJ Monitor Top, 2.5"NH outlet #M-R1250S-NJ Automatic Master Stream Fog Nozzle	4,640.00	4,640.00
2	TFT XFF-APL	CROSSFIRE TRUCK ADAPTER,3" NPT INLET	279.00	558.00

WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.

**Subtotal**

**Sales Tax (0.0%)**

**Total**

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

ATTENTION !!!!!!!  
FREIGHT IS NOT INCLUDED  
UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
FAX: (843) 464-1001

# QUOTE

Date	Quote #
4/14/2023	56563

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT AXE1ST-NX-F	*JUMBO BALL INTAKE VALVE, LOW PROFILE, RIGHT HAND DRIVE, FRONT CRANK, 5"ST RIGID X 6"NH(F)LH SW Features: Bottom Pivoting Elbow, Stainless Ball Valve, Crank Knob on Front, Jumbo 5.25" waterway, Field Resettable PRV, Very Simple & Economical Valve Seat Replacement, 10 Year Warranty	2,053.00	2,053.00
1	TFT UE-095-NJ-NF	FOAM EDUCTOR, INLINE, W/BACKFLUSH, 95 GPM, 200psi INLET PRESSURE, 2.5"NH(F) INLET X 1.5"NH(M) OUTLET	711.00	711.00
1	TFT FS95BCP	BUBBLE CUP FOAM NOZZLE,95 GPM @ 100psi,PG,1.5"NH (WHITE BAIL HANDLE & WHITE PISTOL GRIP)	446.00	446.00
1	FHU BC-24	BOLT CUTTERS,24",3/8" CAPACITY	86.00	86.00
1	TFT A3090	JUMBO STORZ/ROCKER LUG SPANNER WRENCH, EACH	29.00	29.00
1	FREIGHT	FREIGHT CHARGES	1,504.40	1,504.40
<p>**PLEASE NOTE** PRICES ARE GOOD THROUGH MAY 5, 2023***  REQUESTED BY: MICHAEL HUNNICUTT</p>				
<p>WF&amp;S accepts credit card payments. WF&amp;S will access a 3% convenience charge for choosing credit card method of payment.</p>			<b>Subtotal</b>	\$34,059.40

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

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**UNLESS LISTED ABOVE**

<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$34,059.40



Southeast/Williams Fire Apparatus HGAC Proposal for Mini Pumper #2 for Oconee County Fire Service

Contract # FS12-19

FS19DDC01	Southeast Extreme Duty Ford F550 Mini Pumper	\$242,200.00
	2021 Price increase of 4.5%	10,899.00
	2022 Price Increase of 4.46%	11,286.00
HBD	Hose Bed Divider (\$735 ea.) X2	1,470.00
LSHELF	Large Adjustable Shelves (\$750 each) X4	3,000.00
F-PEG	Ford Power Equipment Group - Windows, Mirrors, Locks	1,125.00
STRIPE	Basic Vinyl Graphics Package	850.00
ARTSL	Telescoping LED Scene Light (\$975 each) X2	1,950.00
K1000	Kussmaul 1000 Battery Maintainer with Super Auto-Eject	1,060.00
CPWS	Communication Pre-Wire Provision	350.00
F550-F550-4	F-550 Crew Cab Chassis	3,800.00
1KTRAY	1,000-lb Slide Tray	2,000.00
FSTEP	Folding Steps (\$125 each) X6	750.00
DTHT	DT Hose Tray (Ladders Box)	845.00
F-DIESEL	Ford Powerstroke Turbo Diesel	9,010.00
BACC	Air Cylinder Wheel Well Storage (\$255 each) X4	1,020.00
UNP	Booster Hose for Reel	1,470.00
UNP	Booster Reel	7,230.00
UNP	Air Horns and Aux Air Pump	2,000.00
UNP	Pump Upgrade – Compact Module	20,000.00
	SC Sales Tax	\$500.00
	Wallys Loose Equipment Package	\$39,842.43
	<b>Total</b>	<b>\$362,657.43</b>





Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
FAX: (843) 464-1001

# QUOTE

Date	Quote #
4/14/2023	56562

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
		FOR: FRIENDSHIP F.D. - MINI PUMPER		
2	HN HSH-60NHRL-10	FLEX-LITE SUCTION HOSE, 6" HOSE, 6"NHRL MALE X 6"NHRL FEMALE, 10' LONG	732.00	1,464.00
8	NAFH PT30X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 3" HOSE X 2.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	411.00	3,288.00
5	NAFH HF5X100_RS	NORTH AMERICAN HI-FLOW 400 LDH NITRILE RUBBER FIRE HOSE. 5" HOSE X 5"ST X 100'. NITRILE RUBBER ENCAPSULATED THROUGH THE WEAVE PROCESS. RE/ATTACHABLE LOCKING STORZ COUPLINGS. COLOR:	1,205.00	6,025.00
10	NAFH PT17X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 1.75" HOSE X 1.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	208.00	2,080.00
<p>WF&amp;S accepts credit card payments. WF&amp;S will access a 3% convenience charge for choosing credit card method of payment.</p>			<b>Subtotal</b>	

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

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**UNLESS LISTED ABOVE**

Sales Tax (0.0%)
<b>Total</b>



Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

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# QUOTE

Date	Quote #
4/14/2023	56562

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
4	NAFH PT25X50_EN	NORTH AMERICAN POLY-TUFF 800 DOUBLE JACKET FIRE HOSE. 2.5" HOSE X 2.5"NST X 50'. EPDM RUBBER LINING. POLYESTER DOUBLE JACKET. ALUMINUM COUPLINGS. ULTRA-SHIELD COATED. COLOR:	291.00	1,164.00
1	TFT ME22VPGI-354	METRO 2 NOZZLE, 250gpm @ 50psi, WITH SIMPLE INTER CHANGEABLE FLOW DISC, PISTOL GRIP, 2.5"NH	859.00	859.00
4	TFT ME1VPGI-173	METRO 1 NOZZLE, 150gpm @ 75psi, WITH SIMPLE INTER CHANGEABLE FLOW DISC, PISTOL GRIP, 1.5"NH	738.00	2,952.00
1	TFT SVFG	VORTEX WITH DETENT SHUTOFF VALVE, SMOOTHBORE WITH TWIST STREAM VARIATION, WITH PISTOL GRIP, 1.5"NH (Smooth Bore Straight Tip Not Included)	741.00	741.00
1	TFT FSS8	SMOOTH BORE TIP, 1.5"NH INLET WITH 7/8" TIP, LASER ENGRAVED WITH BORE SIZE, THREAD SIZE AND A PRESSURE/FLOW CHART, ALUMINUM BUMPER AND RECESSED SHAPING TIP TO PROTECT EXIT ORIFICE, RUGGED HARDCOAT ANODIZED, CUSTOM ENGRAVING AVAILABLE	106.00	106.00
1	TFT H-2VPP	PLAYPIPE WITH VALVE, 2.5"NH(F) X 1.5"NH(M)	726.00	726.00
1	TFT FS-3STACK	NFPA STACKED TIPS, 1.5" INLET	139.00	139.00
1	RH FHAX-06	Tip Diameters are 1-1/4, 1-1/8", and 1" FLAT HEAD AXE, FIBERGLASS HANDLE, 6 POUND	72.00	72.00
1	RH PHAX-06	PICK HEAD AXE, FIBERGLASS HANDLE, 6 POUND	77.00	77.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.			<b>Subtotal</b>	
			<b>Sales Tax (0.0%)</b>	
			<b>Total</b>	

STANDARD SHIPPING  
TERMS  
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PO Box 1023

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# QUOTE

Date	Quote #
4/14/2023	56562

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	FHU NHF-06	NATIONAL HOOK PIKE POLE,FIBERGLASS HANDLE,6'	108.00	108.00
1	FHU RH-06	NEW YORK ROOF HOOK,STEEL HANDLE,6'	141.00	141.00
1	FHU NHF-08	NATIONAL HOOK PIKE POLE,FIBERGLASS HANDLE,8'	124.00	124.00
3	SL 44451	FIRE VULCAN LED VEHICLE SYSTEM,ORG,DC DIRECT WIRE	176.00	528.00
1	BECO AX411	FIRE EXTINGUISHER, ABC, 20#	165.00	165.00
1	BECO AX240	FIRE EXTINGUISHER, WATER, 2.5 GALLON	158.00	158.00
3	RH 148-3	WRENCH SET, (1) #105 HYDRANT WRENCH, (2) #101 SPANNERS & HEAVY DUTY MOUNTING BRACKET	186.00	558.00
1	RH 105	HYDRANT WRENCH,ADJUSTABLE,W/DOUBLE SPANNER	72.00	72.00
1	RH 35 25NH25NH	ADAPTER,DOUBLE FEMALE,RLSW,2.5"NH X 2.5"NH	47.00	47.00
1	RH 36 25NH25NH	ADAPTER,DOUBLE MALE,RL,2.5"NH X 2.5"NH	28.00	28.00
1	NUPLA 13120	RUBBER MALLETT, 2#, H GRIP	27.00	27.00
2	ZICO SAC-44-E	WHEEL CHOCK,FOLDING,ALUMINUM,UP TO 44" TIRE,EACH	339.00	678.00
2	ZICO SQCH-44-H	WHEEL CHOCK BRACKET, HORIZONTAL, FOR SAC-44-E, EACH	113.00	226.00
2	HUSKY HTV-12X14	SALVAGE COVER, 10oz. VINYL, RED, 12' X 14'	118.00	236.00
1	DT CC5B	COLLAPSIBLE CONES,5-28" , W/REFLECTIVE COLLARS AND STORAGE BAG	205.00	205.00
1	AERVOE 11630	UNIVERSAL FLARE KIT, 4-FLARES, RED LED's, ONE LEVEL OF LIGHTS, RECHARGEABLE BATTERIES INCLUDED, WITH CHARGING CASE, CASE OF (2)	285.00	285.00
1	RAMFAN GX200	PPV FAN, 2.1hp HONDA GHX50 ENGINE, 16", 12,800cfm, GG5010	2,338.00	2,338.00
WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.		<b>Subtotal</b>		
		<b>Sales Tax (0.0%)</b>		
		<b>Total</b>		

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

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UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

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# QUOTE

Date	Quote #
4/14/2023	56562

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #	Terms	Sales Person
	NET 30	BOONE

Qty	Item Number	Description	Unit	Ext. Price
1	TFT XFC-32-2NJ2	CROSSFIRE PACKAGE,SAFE-TAK & MASTER STREAM Package Includes: #XFH-2NJ Safe-Tak Ground Base with Safety Shutoff (2-2.5"NH Female Inlets) #XF-B Storage Bracket for Ground Base #XFT-NJ Monitor Top, 2.5"NH outlet #M-R1250S-NJ Automatic Master Stream Fog Nozzle	4,640.00	4,640.00
2	TFT XFF-APL	CROSSFIRE TRUCK ADAPTER,3" NPT INLET	279.00	558.00
1	TFT XXC-32-HE-NH1	BLITZFIRE PACKAGE, HIGH ELEVATION MODEL, SAFETY SHUT-OFF, FOG NOZZLE Package Includes: Monitor, 2.5"NH Inlet x 2.5"NH Outlet Storage Bracket MD12A Max-Force Automatic Fog Nozzle	3,898.00	3,898.00
1	TFT AXE1ST-NX-F	*JUMBO BALL INTAKE VALVE, LOW PROFILE, RIGHT HAND DRIVE, FRONT CRANK, 5"ST RIGID X 6"NH(F)LH SW Features: Bottom Pivoting Elbow, Stainless Ball Valve, Crank Knob on Front, Jumbo 5.25" waterway, Field Resettable PRV, Very Simple & Economical Valve Seat Replacement, 10 Year Warranty	2,053.00	2,053.00
1	TFT UE-095-NJ-NF	FOAM EDUCTOR, INLINE, W/BACKFLUSH, 95 GPM, 200psi INLET PRESSURE, 2.5"NH(F) INLET X 1.5"NH(M) OUTLET	711.00	711.00
1	TFT FS95BCP	BUBBLE CUP FOAM NOZZLE,95 GPM @ 100psi,PG,1.5"NH	446.00	446.00
1	FHU BC-24	(WHITE BAIL HANDLE & WHITE PISTOL GRIP) BOLT CUTTERS,24",3/8" CAPACITY	86.00	86.00

WF&S accepts credit card payments. WF&S will access a 3% convenience charge for choosing credit card method of payment.

**Subtotal**

**Sales Tax (0.0%)**

**Total**

STANDARD SHIPPING  
TERMS  
PRE-PAY & ADD

ATTENTION !!!!!!!  
FREIGHT IS NOT INCLUDED  
UNLESS LISTED ABOVE



Wally's Fire & Safety Equipment, Inc.

Mullins, SC 29574  
PO Box 1023

TOLL FREE: (888) 784-2224  
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# QUOTE

Date	Quote #
4/14/2023	56562

Bill To
WILLIAMS FIRE APPARATUS ATTN: ACCOUNTS PAYABLE 778 IDAHO RD. ASHLAND, AL 36251

Ship To
OCONEE COUNTY EMERGENCY SERVICES 216 EMERGENCY LANE WESTMINSTER, SC 29693 ATTN: MICHAEL HUNNICUTT

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

Purchase Order #		Terms	Sales Person	
		NET 30	BOONE	
Qty	Item Number	Description	Unit	Ext. Price
1	TFT A3090	JUMBO STORZ/ROCKER LUG SPANNER WRENCH, EACH	29.00	29.00
1	FREIGHT	FREIGHT CHARGES	1,804.43	1,804.43
<p><b>**PLEASE NOTE**</b>  <b>PRICES ARE GOOD THROUGH MAY 5, 2023**</b>             REQUESTED BY: MICHAEL HUNNICUTT</p>				
<p>WF&amp;S accepts credit card payments. WF&amp;S will access a 3% convenience charge for choosing credit card method of payment.</p>			<b>Subtotal</b>	\$39,842.43
<p><b>STANDARD SHIPPING TERMS PRE-PAY &amp; ADD</b></p>			<b>Sales Tax (0.0%)</b>	\$0.00
<p><b>ATTENTION !!!!!!! FREIGHT IS NOT INCLUDED UNLESS LISTED ABOVE</b></p>			<b>Total</b>	\$39,842.43



Additional Loose Equipment



<b>Additional Loose Equipment</b>	
Additional – Safe Industries	\$51,257.00
Additional – NAFECO	\$3,300.00
<b>Total for Additional Equipment</b>	<b>\$54,557.00</b>



**Safe Industries**

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

# Quote

Date	Quote #
4/13/2023	EST19029

Bill To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Ship To
Cindy Bibb Oconee County Emergency Services 300 S Church St Walhalla SC 29691 United States

Expires		Sales Rep		Terms		Shipping Method	
5/13/2023		Larry Greer		Net 30		Sales Rep Delivery	
Quantity	Units	Item	Description	Comments	Price	Extended	
1	Ea	10116926	MSA - KIT:ALT5X W/PRB,MONO,LEL/O2/CO/H2S,UL		2,912.00	2,912.00	
2	Ea	40025.01.10	NRS - Rapid Rescuer PFD, Red, Universal		158.00	316.00	
		1					
2		45103.01.10	NRS - Standard Rescue Throw Bag Red		50.00	100.00	
		1					
1	Ea	10214747	MSA - Lunar w/ battery and single point charger		2,600.00	2,600.00	
1	Ea	10203941	MSA - Retractor Assembly, LUNAR		84.00	84.00	
1	Ea	10214756	MSA - BATTERY, LUNAR		206.00	206.00	
1		Equipment	K12FD770-14P K12FD 770, 14" Rescue Saw & 14" Piraya Diamond Blade		1,899.00	1,899.00	
1		WH1212	Warthog - Ventilation Blade		335.00	335.00	
1	Ea	MS462	Stihl MS 462 RC-M Rescue chainsaw with depth limiter		2,200.00	2,200.00	
		RC-M					
		Rescue					
1		MS311	Stihl Farm Boss Chainsaw 50cm/20"		599.00	599.00	
1		V16-BW-SP	Super Vac - 16" PPV for M28, Shore Power, No Battery, No Charger		4,022.00	4,022.00	
1	Ea	50-11-2855	Howell Rescue - Milwaukee Battery, 28V 5AH		325.00	325.00	
1	Ea	ART.105.410	Genesis - 3 Bay Charger, 120V		472.00	472.00	
		.9					
1	Ea	EKS-12	Fire Hooks - Elevator Key Set		235.00	235.00	
1		32911	Steck - BigEasy PUBLIC SAFETY LOCKOUT KIT (Blue)		60.00	60.00	
		Equipment	Model #22849 Southwire Metal Extension Cord Reel Stand In Black		34.00	34.00	
1	Ea	44451	Streamlight - Fire Vulcan: Vehicle Mount System,		199.00	199.00	



## Safe Industries

Safe Industries  
 5031 Highway 153  
 Easley SC 29642  
 United States  
 (864) 845-7175

# Quote

Date	Quote #
4/13/2023	EST19029

Quantity	Units	Item	Description	Comments	Price	Extended
1		CM-UB22	12V DC, w/ Quick Release Shoulder Strap & Direct Wire Rack, Orange Avon - Manufacturing Hydrant Bag w/Hydrant Label, Yellow		82.00	82.00
2	Ea	09K25225M-H52	Kocheck - GATE VALVE 2.5 NH SW RL F X 2.5 NH M, VALVES	Clarify size and M/F	397.00	794.00
2	Ea	NY-6'	Fire Hooks - New Yorker Pike Pole: 6', Soild White Ash		108.00	216.00
1	Ea	MX-MOD	Fire Hooks - Maxximus-Mod: 30" Forcible Entry Toll w/ 2" Adz		278.00	278.00
1		10076729	MSA - DET,ALTPRO,SGL GAS,HCN,L4.7,H10,S10,T4.		740.00	740.00
1		Equipment	701152 Rescue Tech - Corona Fire Resistant Escape Belt, XL (44-68")		172.00	172.00
1		SSA100-A25	Fire Research - Ladder cover, Skullsaver, 25Hx10Wx8D, US flag		108.00	108.00
1	Ea	K05-P09	Kocheck - ADJ HYDRANT WRENCH DBL HEAD SPANNER,WRENCH		49.00	49.00
1		HS-200	R&B Fabrication - 200' Hose Strap		122.00	122.00
1		BW-01-P09	Kocheck - BOOSTER HOSE WRENCH -FG-, WRENCH		38.00	38.00
1		Equipment	ART.110.214.9 SC198-SL3 NXT GEN Smooth Cut Blades 28V		10,350.00	10,350.00
1		ART.109.173	Genesis - SPREADER - S49-SL3 eForce (28")		11,710.00	11,710.00
1	Ea	ART.107.834	Genesis - eForce 2.0 Ram: 22-54 Telescopic Ram		8,800.00	8,800.00
1	Ea	45680	Streamlight - Portable Scene Light Ext: Rechargeable, 120V AC/12V DC, Yellow, 84" Extension Pole		1,200.00	1,200.00
1		Freight	Due to continued disruptions in the global supply chain, fuel surcharges, and fluctuating freight/shipping charges, we will no longer be able to estimate nor include any shipping charges on a quote. Shipping charges will be finalized on the Invoice. As always, we will continue to provide the best product pricing as possible but this volatile market has necessitated a change in our day to day operations. We hope you understand and continue		0.00	0.00



## Safe Industries

Safe Industries  
5031 Highway 153  
Easley SC 29642  
United States  
(864) 845-7175

# Quote

Date	Quote #
4/13/2023	EST19029

Page 3 of 3

Quantity	Units	Item	Description	Comments	Price	Extended
			to put your trust in Safe Industries.			
					Subtotal	51,257.00
					Shipping Cost (Sales Rep Delivery)	
					Total	\$51,257.00

Please note quoted prices are subject to change after expiration date. Quoted prices expire 30 days from issue date.



EST19029

Additional Loose Equipment



**NAFECO**  
Mailing: 1515 W Moulton St  
(2601 Beltline Road)  
Decatur, AL 35601  
(800) 628-6233  
info@nafeco.com

**Quotation**  
Q2223032710559

**Date:** 2023-03-27  
**Expires:** 2023-04-26  
**FOB:**

Customer Number: OCO075  
Customer Information: OCONEE COUNTY PURCHASING  
Address: 415 SOUTH PINE STREET  
  
WALHALLA, SC 29691

Attention:  
Phone: 864-638-4220  
Email: mhunnicuttt@oconeesc.com  
Prepared By: Chris Catalano

Qty	Item #	Description	Each	Total
4	DP17X50-1000-Y-ARN	Key Fire Hose, 1.75" x 50' Yellow, Combat Ready, 1.5" NH	\$305.00	\$1,220.00
4	DP17X50-1000-R-ARN	Key Fire Hose, 1.75" x 50' Red, Combat Ready, 1.5" NH	\$305.00	\$1,220.00
2	DP17X50-1000-W-ARN	Key Fire Hose, 1.75" x 50' White, Combat Ready, 1.5"NH	\$305.00	\$610.00
			<b>Freight Charges</b>	<b>\$250.00</b>
			<b>Total</b>	<b>\$3,300.00</b>

*tax to be determined*

**Thank you for your business!**

*NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.*

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: [nafeco.com](http://nafeco.com)



# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 2, 2023

## ITEM TITLE:

Title: **Change Order No. 6 to PO 54597 J. Davis Construction (Bountyland Fire Station)**

Department(s): **Emergency Services**

Change Order #6 Amount: **\$ 5,301.65**

Contingency: **\$ 94,698.35**

Total Request: **\$100,000.00**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **\$100,000.00**

Project Cost: **\$100,000.00**

Balance: **\$0.00**

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

On November 15, 2022, Council approved the Construction Award of the Bountyland Substation to J. Davis Construction, Inc., of Westminster, SC in the amount of \$1,150,722.40 with a contingency amount of \$115,072.24 for a total award of \$1,265,794.64. The County has issued five (5) change orders from the 10% Contingency, which did not require Council Approval. Total Change Orders Issued (1-5) \$114,340.96

Change Orders listed below:

- CO 1: \$3,594.50 - Staff requested the original proposed cultured stone on the living quarter to be changed to CMU Block to match the CMU Block on the Bay Area
- CO 2: \$39,913.30 - Additional Bollards for the interior of the garage bays, 20"L X6" Trench drain and 125 gallon oil separator, Hose bibbs inside garage bay, change front bay doors from white to red
- CO 3: \$1,401.11 – Manage ATT Fiber Lines relocation (required by ATT).
- CO 4: \$41,947.50 – Connection to Sewer. The existing sewer the line is approximately 6 feet deep and close to the shoulder of the roadway. Due to the depth of the existing sewer line, additional grading, trench boxing and traffic control for 3 days was required.
- CO 5: \$27,484.55 – Import materials (Hauling), shift building pad 20' eastward for future expansion, additional parking, fire sprinkler system
- CO 6 – Adjust grade to accommodate (3) new parking spaces, Extend Garage Aprons, Additional Culvert Pipe, Pressure Reducing Valve, add framed wall at demising wall and revised asphalt scope.

This request is for Council Approval for Change Order No. 6 to PO 54597 in the amount of \$5,301.65, plus an additional contingency amount of \$94,698.35. The contingency will be utilized for any unforeseen items that may arise and true up for asphalt, hauling etc.

The date of Substantial Completion is September 19, 2023.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Funding for the construction of this project is in the Emergency Services Bountyland Fire Station Capital Account.

## ATTACHMENT(S):

- 1.) J. Davis, Inc. Change Order No. 6
- 2.) Change Order History Spreadsheet

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council

- 1.) Approve Change Order No. 6 to J. Davis, Inc. in the amount of \$5,301.65, for a total construction cost (to-date) \$1,268,726.61.
- 2.) Approve and additional contingency amount of \$94,698.35.
- 3.) Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

Approved for Submittal to Council: \_\_\_\_\_

**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



PCCO #006

J. Davis Construction  
12245 South Highway 11  
Westminster, South Carolina 29693  
Phone: (864) 972-4720

Project: 720908 - Bountyland FS - Construction  
244 Keowee School Road  
Seneca, South Carolina 29672

## Prime Contract Change Order #006: Misc Changes

<b>TO:</b>	<b>Oconee County</b> 415 South Pine Steet Walhalla, South Carolina 29691	<b>FROM:</b>	<b>J. Davis Construction</b> 109 Nunnally Rd Anderson, South Carolina 29625
<b>DATE CREATED:</b>	4/20/2023	<b>CREATED BY:</b>	Ben Archer (J. Davis Construction)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION:</b>	
<b>DESIGNATED REVIEWER:</b>	Ben Archer (J. Davis Construction)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	04/21/2023	<b>REVIEW DATE:</b>	04/20/2023
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Added/Reduced Scope
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>		<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>	
<b>FIELD CHANGE:</b>	No	<b>CONTRACT FOR:</b>	720908:Bountyland FS - Construction
		<b>TOTAL AMOUNT:</b>	\$5,301.65

### DESCRIPTION:

#### CE #14 - Reworked Parking Area Layout

- Adjust grades to accommodate (3) new parking spaces with access isle at the building. The grading for the (6) overflow spaces are already included in approved Change Event #27 to extend the building pad.
- Rework concrete sidewalk layouts to accommodate the (3) additional parking spaces and access isle. No additional Cost.
- Placement of additional stone material and asphalt for (3) new parking spaces (30'x20'x8"). Excludes material and haul costs. Owner should expect costs for approximately 22 tons of stone @12.90/t plus the haul outside of this change order.
- Create/Issue/Compile proposals and manage the change.
- Includes redlined site drawings only. Revised pdf drawings are not included at this time.

#### CE #15 - Extend Garage Concrete Aprons

- Credit for reduced asphalt paving.
- Extend Heavy Duty Concrete Aprons an additional 30 LF away from the building per the attached. Includes both front and back aprons.
- Create/Issue/Compile proposal and manage the change.

#### CE #31 - Additional Culvert Pipe

- Furnish/Install an additional 32 LF of RCP culvert pipe.

#### CE #32 - Add PRV - Pressure Reducing Valve

- Furnish/Install (1) 1" PRV for the domestic water system. Includes pedestrian rated cast iron valve box in concrete apron outside the building.
- Create/Issue the documents and manage the change.

#### CE #33 - Add framed wall at demising wall

- Add 3-1/2" wall at 2hr rated CMU demising wall.
- Finish new wall with drywall and level 4 finish.
- Create/Issue the documents and manage the change.

#### CE #34 - Revised Asphalt Scope Credit

- True up to DOT approved drive layout (reduction of width of asphalt drive, etc.).
- Includes haul of approximately 1,133 tons of crusher run



- Owner should expect material cost of approximately 1,133 tons of crusher run @\$12.90/ton
- All material quantities are approximate based on existing conditions as represented in the Contract Documents. A true up change order to actual materials required will be made upon completion of each scope.

CE #35 - Material Haul True Up - as of 4/3/23

- The previously approved tonnage was 3,665 tons @10.50/ton
- The current tonnage hauled as of 4/3/23 is 4,546.93 tons
- The additional tonnage hauled to date is 881.93 @ 10.50/ton. Add \$9,260.

All import and asphalt related quantities are approximate based on existing conditions as represented in the Contract Documents. A true up change order to actual materials required will be made upon completion of each scope.

**ATTACHMENTS:**

[SOW Framed wall at demising wall\\_2023-0418.pdf](#), [SOW\\_PRV for domestic water\\_2023-0417\\_Rev01.pdf](#), [SOW\\_C2.3 - Additional Parking Spaces and Aprons\\_REV01.pdf](#)

**CHANGE ORDER LINE ITEMS:**

#	Budget Code	Description	Amount
1	03-3000.S Cast-In-Place Concrete.Subcontractor	Rework concrete sidewalk layouts to accommodate the (3) additional parking spaces and access isle. No additional Cost.	\$0.00
2	32-1216.S Asphalt Paving.Subcontractor	Placement of additional stone material and asphalt for (3) new parking spaces (30'x20'x8"). Excludes material and haul costs. Owner should expect costs for approximately 22 tons of stone @12.90/t plus the haul.	\$1,813.93
3	32-1216.S Asphalt Paving.Subcontractor	Credit for reduced asphalt paving. - Front Apron	\$(3,806.00)
4	32-1216.S Asphalt Paving.Subcontractor	Credit for reduced asphalt paving. - REAR Apron	\$(3,084.00)
5	03-3000.S Cast-In-Place Concrete.Subcontractor	Extend Heavy Duty Concrete Aprons. Front and Back Aprons	\$23,615.55
6	01-3100.L Project Manager.Labor	Create/Issue Proosals and Manage the change	\$399.00
7	31-2200.S Grading.Subcontractor	Furnish/Install an additional 32 LF of RCP culvert pipe.	\$3,116.40
8	01-3100.L Project Manager.Labor	Create/Issue Proposals and Manage the change	\$299.25
9	22-1000.S Plumbing Piping and Pumps.Subcontractor	Furnish/Install (1) 1" PRV for the domestic water system. Includes cast iron valve box in concrete apron outside the building.	\$630.00
10	01-3100.L Project Manager.Labor	Create/Issue Proposals and Manage change	\$199.50
11	06-1100.S Wood Framing.Subcontractor	Add 3-1/2" wall at 2hr rated CMU demising wall.	\$2,399.25
12	09-2000.S Plaster and Gypsum Board.Subcontractor	Finish new wall with drywall and level 4 finish.	\$525.00
13	01-3100.L Project Manager.Labor	Create/Issue the documents and manage the change.	\$199.50
14	32-1216.S Asphalt Paving.Subcontractor	True up to DOT approved drive layout - reduction of width of asphalt drive	\$(30,266.00)
15	31-2200.S Grading.Subcontractor	Additional tonnage hauled to date.	\$9,260.27
<b>Grand Total:</b>			<b>\$5,301.65</b>

The original (Contract Sum)	\$1,149,084.00
Net change by previously authorized Change Orders	\$114,340.96
The contract sum prior to this Change Order was	\$1,263,424.96
The contract sum will be increased by this Change Order in the amount of	\$5,301.65
The new contract sum including this Change Order will be	\$1,268,726.61
The contract time will not be changed by this Change Order.	

**Jim McKibben (Mckibben Architects LLC)**  
 PO Box 8262 108 E North First St., Ste E  
 Seneca, South Carolina 29678

**Oconee County**  
 415 South Pine Steet  
 Walhalla, South Carolina 29691

**J. Davis Construction**  
 109 Nunnally Rd  
 Anderson, South Carolina 29625

*LG*

N/A

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Bountyland Fire Station Change Orders Breakdown PO 54597</b>	
<b>Purchase Order History</b>	
Council Approved (11-15-2022)	\$1,150,722.40
Remove Plan Review Fee	-\$1,638.40
	\$1,149,084.00
PO 54597	\$1,149,084.00
CO 1	\$3,594.50
CO 2	\$39,913.30
CO 3	\$1,401.11
CO 4	\$41,947.50
CO 5	\$27,484.55
CO Amount to Date	\$114,340.96
CO 6	\$5,301.65
Total Construction with CO 6	\$1,268,726.61
<b>Contingency Balance</b>	
Approved Contingency (11-15-2022)	\$115,072.24
Grand Total Approved Change Orders 1-5	\$114,340.96
Remaining Approved Contingency	\$731.28
<b>Change Order No. 1</b>	
Deduct for cultured stone	-\$9,600.00
Add the following	
4" CMU Vendeer with CMU Cap in lieu of cultured stone	\$11,607.75
Designer to change the floor plan, elevations, one building section and one wall section	\$787.50
Create / Issue / Compile pricing, issue proposal and manage the change	\$299.25
Work Authorization deposit for AT&T	\$500.00
<b>Total CO No. 1</b>	<b>\$3,594.50</b>
<b>Change Order No. 2</b>	
Add for Interior Bollards	\$ 3,822.00
Add for bollard installation	\$ 2,520.00
Add for Painting Bollards	\$ 630.00
Add for Create / Compile Proposal and Manage Change	\$ 399.00
Add 2 hose bibbs in the garage bay area	\$ 1,312.50
Add for oil seperator	\$ 14,805.00
Add for adjust concrete slab to 1% slope to trench drain	\$ 1,890.00
Add for Update existing plumbing and architectural drawings for submittal to Civial Authorities and	\$ 840.00
Add for Create / Compile Proposal and Manage Change	\$ 498.75
Deduct for White Doors currently scoped	\$ (28,364.00)
Add for 2 Red CHI Overhead Doors (Front of Building)	\$ 25,233.60
Add for 2 White Haas Overhead Doors (Rear of Building)	\$ 14,460.60
Add for steel backing in lieu of laminated backing for overhead doors	\$ 1,466.85
Add for Create / Compile Proposal and Manage Change	\$ 399.00
<b>Total CO No. 2</b>	<b>\$39,913.30</b>

<b>Change Order No. 3</b>	
Add for Management of relocation of AT&T Lines	\$ 1,401.11
<b>Total CO No. 3</b>	<b>\$1,401.11</b>
<b>Change Order No. 4</b>	
Add for Installation and Tap to Sewer	\$ 41,947.50
<b>Total CO No. 4</b>	<b>\$41,947.50</b>
<b>Change Order No. 5</b>	
Credit for 20' flag pole already in budget	<b>-\$4,500.00</b>
Credit for wall tile in Men's bathroom	<b>-\$1,000.00</b>
Add wall tile full height to ceiling on remaining walls in the Women's bathroom	\$3,150.00
Credit for VCT flooring in Men and Women's Bathroom.	<b>-\$500.00</b>
Add for stained/polished concrete floor in lieu of VCT in both bathrooms.	\$1,155.00
Create quotes/proposals/documents, and manage the change	\$399.00
Furnish FRP Materials	\$378.00
Install FRP	\$399.00
Furnish/Install (2) black LED flag pole lights	\$2,293.20
Create/Compile Proposal and manage the change	\$99.75
Furnish/Install 120V GFCI outlet at flag pole lighting	\$183.75
Extension of conduit to the property line by others.	\$667.80
Create/Issue Proposals and manage the change.	\$299.25
13R Fire Sprinkler System	\$10,414.95
2" waterline from outside the building to sprinkler riser	\$6,562.50
Low Voltage wiring	\$315.00
Insulation Canopy for wet sprinkler pipe.	\$630.00
Create/Issue Proposals and manage the change.	\$598.50
Furnish alternate faucet with brushed nickel finish	\$136.50
Furnish alternate water cooler with bottle filler	\$892.50
Credit to descope men's bathroom shelving	<b>-\$375.00</b>
Credit to reduce width of shelving in Storage 1 for Data Cabinet	<b>-\$475.00</b>
Add cabinet above microwave in kitchen	\$183.75
Create/Issue Proposals and manage change	\$299.25
Credit to furnish/haul pad materials (3525 tons)	<b>-\$54,355.50</b>
Credit to furnish/haul pipe bedding (70 tons)	<b>-\$1,755.55</b>
Credit to furnish/haul rip rap pipe ends (10 tons)	<b>-\$277.80</b>
Projected cost to haul all remaining quarry materials @ \$10/ton.	\$38,482.50
Change in hollow metal doors and frames	\$235.02
Credit for changes in frame throat sizes	<b>-\$213.88</b>
Changes in lock functions	\$185.85
Changes in gasketing and flat goods	\$238.40
Add Electronic Locks for exterior doors (Openings 01, 02, 07).	\$3,828.09
Temp Locks for 01,02,07 Exterior Doors.	\$1,204.54
Desclope the 6" Rubber Cove Base in the apparatus bays	<b>-\$600.00</b>
(1) 6' CMU lintel with all associated incidentals.	\$664.65
Create/Gather proposals and implement the change	\$249.38
Cut and Fill 300 CY @ \$20	\$6,300.00
Moving and stripping topsoil 260 CY @ \$9	\$2,457.00
Extend grades for expansion parking. Cut/Fill 100 CY.	\$2,100.00
Excavate swale, add check dams, add concrete to protect utilities	\$4,460.40
Create/Issue Documents and Manage the Change.	\$299.25
accordance with the Contract Documents.	\$0.00
Fire System Specification Sheet and Submittal to AHJs	\$1,774.50
<b>Total CO No. 5</b>	<b>\$27,484.55</b>

<b>Change Order No. 6</b>	
Placement of additional stone material and asphalt for (3) new parking spaces (30'x20'x8"). Excludes material and haul costs. Owner should expect costs for approximately 22 tons of stone @12.90/t plus the haul.	\$1,813.93
Credit for reduced asphalt paving. - Front Apron	-\$3,806.00
Credit for reduced asphalt paving. - REAR Apron	-\$3,084.00
Extend Heavy Duty Concrete Aprons. Front and Back Aprons	\$23,615.55
Create/Issue Proosals and Manage the change	\$399.00
Furnish/Install an additional 32 LF of RCP culvert pipe.	\$3,116.40
Create/Issue Proposals and Manage the change	\$299.25
Furnish/Install (1) 1" PRV for the domestic water system. Includes cast iron valve box in concrete apron outside the building.	\$630.00
Create/Issue Proposals and Manage change	\$199.50
Add 3-1/2" wall at 2hr rated CMU demising wall.	\$2,399.25
Finish new wall with drywall and level 4 finish.	\$525.00
Create/Issue the documents and manage the change.	\$199.50
True up to DOT approved drive layout - reduction of width of asphalt drive	-\$30,266.00
Additional tonnage hauled to date.	\$9,260.27
<b>Total CO No. 6</b>	<b>\$5,301.65</b>

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 2, 2023

## ITEM TITLE:

**Title: 2023 John Deere 333G Compact Track Loader**

**Department(s): Roads and Bridges**

**Amount: \$86,867.79**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **\$86,867.79** Project Cost: **\$86,867.79**

**Balance: \$0.00**

Finance Approval: \_\_\_\_\_

(Funding from Capital Equipment Replacement 325 Fund)

## BACKGROUND DESCRIPTION:

This purchase is for a 2023 John Deere 333G Compact Track Loader and will be used by the New Construction Crew for large culvert and grading projects. This machine is a larger carriage skid steer with more horsepower and higher reach to efficiently load dump trucks. It has a higher lifting capacity and break out force to maximize work output per pass. The Fleet Maintenance Director also approves this purchase.

## SPECIAL CONSIDERATIONS OR CONCERNS:

Staff is utilizing the Sourcewell Cooperative Purchasing Contract # 032119-JDC. The Sourcewell, contract allows government agencies to purchase directly from the manufacturer or authorized dealers. Sourcewell Cooperative Purchasing contracts are bid and awarded on a national level and authorized local or state dealers may fulfill purchases.

## ATTACHMENT(S):

1. Pricing Spreadsheet
2. AG Pro Quote
3. Sourcewell Contract Info

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of a 2023 John Deere 333G Compact Track Loader from AgPro of Seneca, SC in the amount of \$86,867.79.

Submitted or Prepared By: \_\_\_\_\_  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Description	MSRP	Sourcewell Discount	Contract Price
		<b>32.00%</b>	
John Deere 333 G Compact Track Loader	\$127,217.00	40,709.44	86,507.56
JDLink	\$1,777.00	568.64	1,208.36
Cab/Heat/AC	\$4,818.00	1,541.76	3,276.24
Joy Stick Controls	\$0.00		0.00
English Operator Manual	\$0.00		0.00
Offset Block Lug Tread Pattern	\$0.00		0.00
2-inch seatbelt with Shoulder Harness	\$0.00		0.00
Air Suspension Seat	\$671.00	214.72	456.28
Rear View Camera	\$912.00	291.84	620.16
Cold Start Package	\$326.00	104.32	221.68
Engine Air Precleaner	\$488.00	156.16	331.84
84in HD Construction Bucket	\$2,648.00	847.36	1,800.64
Freight	\$1,188.00		1,188.00
Additional Discount Amount		11,611.76	
Sub Totals	\$140,045.00	56,046.00	83,999.00
84" Low Profile Bucket	\$2,711.00	542.20	2,168.80
Dealer Services			199.99
Sales Tax			500.00
<b>Grand Total</b>			<b>86,867.79</b>



Quote Id: 28567626

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Prepared For:  
**Oconee County Road Department**

Prepared By: **Joseph Cearbaugh**  
Ag-Pro  
2050 Sandifer Blvd  
Seneca, SC 29678  
Tel: 864-882-3161  
Fax: 864-882-6721  
Email: [jcearbaugh@agproco.com](mailto:jcearbaugh@agproco.com)

**Quote Id:** 28567626

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10 April 2023

Oconee County Road Department

SC

**Thank you for giving Ag-Pro the opportunity to quote you on this purchase. We strive to give every customer the best equipment at the very best price possible.**

**Thanks Again,**

**AG-Pro Companies**

Joseph Cearbaugh

864-882-3161

Ag-Pro

**Quote Summary**

**Prepared For:**  
 Oconee County Road Department  
 SC

**Prepared By:**  
 Joseph Cearbaugh  
 Ag-Pro  
 2050 Sandifer Blvd  
 Seneca, SC 29678  
 Phone: 864-882-3161  
 jcearbaugh@agproco.com

Sourcewell Contract # 032119-JDC

**Quote Id:** 28567626  
**Created On:** 10 April 2023  
**Last Modified On:** 20 April 2023  
**Expiration Date:** 28 April 2023

<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 333G COMPACT TRACK LOADER	\$ 127,217.00	\$ 83,999.00 X	1 =	\$ 83,999.00
BLUE DIAMOND 108282	\$ 2,711.00	\$ 2,168.80 X	1 =	\$ 2,168.80
<b>Equipment Total</b>				<b>\$ 86,167.80</b>

**Quote Summary**

Equipment Total	\$ 86,167.80
Dealer services	\$ 199.99
SubTotal	\$ 86,367.79
Sales Tax	\$ 500.00
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 86,867.79</b>
<b>Balance Due</b>	<b>\$ 86,867.79</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



Quote Id: 28567626

<b>JOHN DEERE 333G COMPACT TRACK LOADER</b>				
<b>Hours:</b>				<b>Suggested List</b>
<b>Stock Number:</b>				\$ 127,217.00
				<b>Selling Price</b>
				\$ 83,999.00
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
0BF2T	333G COMPACT TRACK LOADER	1	\$ 114,389.00	\$ 114,389.00
<b>Standard Options - Per Unit</b>				
170K	JDLINK™	1	\$ 1,777.00	\$ 1,777.00
0770	Cab/Heat/AC, Power QT, Hi Flow, SL & RC, 2Spd, LED Lights, Rev Fan, Chrome, Heat Seat, Radio	1	\$ 4,818.00	\$ 4,818.00
0950	E-H (ISO Pattern) Joystick Controls	1	\$ 0.00	\$ 0.00
1501	English Operator's Manual and Decals	1	\$ 0.00	\$ 0.00
2605	Offset Block Lug Tread Pattern - 17.7 in. (450 mm) Tracks	1	\$ 0.00	\$ 0.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$ 0.00	\$ 0.00
6006	Air Suspension Seat (Cloth with Heat)	1	\$ 671.00	\$ 671.00
8042	Rear View Camera	1	\$ 912.00	\$ 912.00
8050	Cold Start Package	1	\$ 326.00	\$ 326.00
8060	Engine Air Precleaner	1	\$ 488.00	\$ 488.00
9062	84 in. HD Construction Bucket (21.0 cu. ft.) with Edge	1	\$ 2,648.00	\$ 2,648.00
<b>Standard Options Total</b>				<b>\$ 11,640.00</b>
<b>Dealer Attachments</b>				
	Owners Manual	2	\$ 0.00	\$ 0.00
	Service Manual	2	\$ 0.00	\$ 0.00
	Parts Manual	2	\$ 0.00	\$ 0.00
<b>Dealer Attachments Total</b>				<b>\$ 0.00</b>
<b>Value Added Services Total</b>				<b>\$ 0.00</b>
<b>Other Charges</b>				
	Freight	1	\$ 1,188.00	\$ 1,188.00
<b>Other Charges Total</b>				<b>\$ 1,188.00</b>
<b>Suggested Price</b>				<b>\$ 127,217.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -43,218.00</b>	<b>\$ -43,218.00</b>
<b>Total Selling Price</b>				<b>\$ 83,999.00</b>



Quote Id: 28567626

<b>BLUE DIAMOND 108282</b>				
<b>Hours:</b>	0			<b>Suggested List</b>
<b>Stock Number:</b>				\$ 2,711.00
				<b>Selling Price</b>
				\$ 2,168.80
<b>Code</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Extended</b>
1	BUCKET, 84" LOW PROFILE SEVERE DUTY TOOTH	1	\$ 2,711.00	\$ 2,711.00
<b>Suggested Price</b>				<b>\$ 2,711.00</b>
<b>Customer Discounts</b>				
<b>Customer Discounts Total</b>			<b>\$ -542.20</b>	<b>\$ -542.20</b>
<b>Total Selling Price</b>				<b>\$ 2,168.80</b>

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

COED2A139D06489  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coquette*

7E42BBF817A64CC...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name John Deere Construction Retail Sales

Authorized Signatory's Title Manager, Contract Sales

*Mark Oliver*

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Executed on 10 May, 2019

Sourcewell Contract # 032119-JDC



**CONTRACT EXTENSION**

**Contract Number: #032119-JDC**

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a Division of John Deere Shared Services, Inc., 1515 5<sup>th</sup> Ave., Moline, IL 61265 have entered into Contract #032119-JDC for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

John Deere Construction Retail Sales a  
Division of John Deere Shared Services, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/1/2022 | 1:47 PM CST

DocuSigned by:  
*Brooke (Forsberg) DeVol*  
By: 23E19C6B5FD143D...  
Brooke (Forsberg) DeVol  
Title: Contract Administrator  
Date: 12/13/2022 | 2:23 PM PST

**Sourcewell Contract 032119-JDC**

**John Deere Construction Retail Sales**

**List Price Discounts**

**Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.**

Please contact your local dealer for a contract quote: <https://dealerlocator.deere.com/servlet/>

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Articulated Dump Trucks	260E	33%
Articulated Dump Trucks	260 P-Tier	28%
Articulated Dump Trucks	310E	33%
Articulated Dump Trucks	310 P-Tier	28%
Articulated Dump Trucks	410E-II	32%
Articulated Dump Trucks	410 P-Tier	28%
Articulated Dump Trucks	460E-II	30%
Articulated Dump Trucks	460 P-Tier	28%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Backhoes	310L EP	45%
Backhoes	310L	46%
Backhoes	310 G-Tier	43%
Backhoes	310 P-Tier	43%
Backhoes	310SL	46%
Backhoes	310SL HL	46%
Backhoes	315SL	46%
Backhoes	320 P-Tier	43%
Backhoes	410L	44%
Backhoes	410 P-Tier	41%
Backhoes	710L	43%
Backhoes	710 P-Tier	43%

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Compact Track Loaders	317G	32%



Compact Track Loaders	325G	32%
Compact Track Loaders	331G	32%
<b>Compact Track Loaders</b>	<b>333G</b>	<b>32%</b>

<b>Product Family</b>	<b>Model</b>	<b>List Price Discount</b>
Dozers	450K	29%
Dozers	450 P-Tier	27%
Dozers	550K	29%
Dozers	550 P-Tier	27%
Dozers	650K	29%
Dozers	650 P-Tier	28%
Dozers	700L	26%
Dozers	750L	25%
Dozers	850L	28%
Dozers	950K	33%
Dozers	1050K	33%

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 2, 2023

## ITEM TITLE:

**Title: Mulching Head & Stump Shear / Splitter**

**Department(s): Solid Waste**

**Amount: \$101,416.30**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **\$101,416.30** Project Cost: **\$101,416.30**

**Balance: \$0.00**

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This purchase is for a Mulching Head and Stump Shear / Splitter for Oconee County Solid Waste. These attachments will be used on the Hyundai HX300L purchased in FY 2018-2019 and approved by Council at the August 20, 2019 Council Meeting.

The Solid Waste Department is responsible for maintaining nearly 140 acres at the Seneca Landfill with nearly  $\frac{3}{4}$  of a mile of creek bank that borders the landfill. There are also 11 storm water basins that has to be kept free of shrubs and trees per SC DHEC regulations. By purchasing a mulching head for the excavator, anything from full-grown trees to small brush can be mulched in place without disturbing the soil and causing storm water runoff issues. This purchase would save staff many man-hours and keep the landfill in compliance with SC DHEC landfill and storm water regulations.

The Solid Waste Department has had a mulching facility since 1996. From 1996-2008, a small tub grinder was used to grind brush and limbs less than 8 inches in diameter. In 2008, the department purchased a Morbark 4600XL horizontal grinder, which could process logs up to a 20-inch diameter efficiently. However, stumps and root balls still have to be disposed of in the landfilled. By purchasing a stump shear/splitter, the stump and root ball can be reduced in size and soil removed in order for them to be processed through the horizontal grinder. By purchasing the Stump Shear / Splitter there is the potential to prevent an additional 500-1000 tons of land clearing debris from entering the landfill each year; thus saving valuable landfill airspace. The Fleet Maintenance Director also approves this purchase.

## SPECIAL CONSIDERATIONS OR CONCERNS:

The SC Materials Management Office has awarded state contract #4400031298 for Grounds Maintenance Equipment – Phase II, Lot 4 to National Equipment Dealers, LLC. The local National Equipment Dealer is located in Wellford, SC. This contract includes discounts off MSRP for Equipment, Attachments and Accessories.

## ATTACHMENT(S):

1. Pricing Spreadsheet
2. SC State Contract Information
3. National Equipment Dealers Quote (Mulching Head)
4. National Equipment Dealers Quote (Stump Shear / Splitter)

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve:

1. The purchase of a Mulching Head & Stump Shear / Splitter from National Equipment Dealers of Wellford, SC in the amount of \$101,416.30.
2. Authorize the County Administrator to transfer funds to the appropriate line item(s).

Submitted or Prepared By: \_\_\_\_\_ Approved for Submittal to Council: \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**Mulching Head & Stump Shear / Splitter for Solid Waste**

<b>Mulching Head</b>	
<b>SC State Contract Number 4400031298</b>	
Mulching Head	\$48,561.03
SC State Contract Discount - 10%	\$4,856.10
Mounting Bracket	\$3,800.00
Labor to Install Prinoth M550e - 1300 Mulching Head	\$5,000.00
Additional Dealer Discount	\$811.63
<b>Total Price for Mulching Head</b>	<b>\$51,693.30</b>
<b>Stump Shear / Splitter</b>	
<b>SC State Contract Number 4400031298</b>	
Stump Shear / Splitter	\$43,693.00
SC State Contract Discount - 10%	\$4,369.30
Custom Mounting Bracket	\$4,500.00
Freight	\$1,200.00
Installation	\$4,699.30
<b>Total Add On Equipment</b>	<b>\$49,723.00</b>
NO Sales Tax (Used in Recycling)	N/A
<b>Grand Total Mulching Head &amp; Stump Shear / Splitter</b>	<b>\$101,416.30</b>



# PROCUREMENT SERVICES

**Contract 4400031298**

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**Validity Start** 06/01/2023

**Validity End** 05/31/2028

**Target Value** \$ 4,690,000.00

**Bid Invitation** [5400024472](#)

**Contract Notes**

**Vendor 700328703**

**Vendor Address** NATIONAL EQUIPMENT DEALERS LLC  
PO Box 736976  
DALLAS TX 75373-6973

**District** DALLAS

**E-mail** [woody@nedealers.com](mailto:woody@nedealers.com)

**Telephone** (919) 291-5737

**Fax Number**

**Minority Status** Not Applicable

**Home Page** <http://www.nedealers.com>

**Other URL**

**Vendor Contacts**

5 Contacts found, displaying all Contacts.

Contact Name	Function	Phone	E-mail
AMBROSE, RICHIE	VP SALES - SC	(803) 917-2223	<a href="mailto:rambrose@nedealers.com">rambrose@nedealers.com</a>
DAYVAULT, BRANDON	SALES COORDINATOR - MUNICIPAL DIVISION	(854) 206-9984	<a href="mailto:bdayvault@nedealers.com">bdayvault@nedealers.com</a>
WOODY, SCOTT	Primary Contact	(919) 291-5737	<a href="mailto:woody@nedealers.com">woody@nedealers.com</a>
WOODY, SCOTT	Emergency Contact	(919) 291-5737	<a href="mailto:woody@nedealers.com">woody@nedealers.com</a>
ZEGILLA, MARK	SC/GA MUNICIPAL SALES	(803) 315-8558	<a href="mailto:mzegilla@nedealers.com">mzegilla@nedealers.com</a>

**Attachments**

One Attachment found.

Attachment Title	Date/Time Posted
<a href="#">ITA.pdf</a>	03/24/2023 01:55:10 PM

**Contract Items**

One Item found.

**Item Pricing**

00002 Lot #4 - Loaders, Skid Steer, Landscape

**Material Group:** 02000 - agricultural equipment, implements, and accessories (see class 022 for parts)

**Agency:** Statewide

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STATE OF SOUTH CAROLINA  
SFAA, DIV. OF PROCUREMENT SERVICES  
1201 MAIN STREET, SUITE 600  
COLUMBIA SC 29201

**Intent to Award**

Posting Date: March 24, 2023

**Solicitation: 5400024472**

**Description: GROUNDS MAINTENANCE EQUIPMENT - PHASE II**

**Agency: Statewide Term Contract**

The State intends to award contract(s) noted below. Unless otherwise suspended or canceled, this document becomes the final Statement of Award effective, **April 05, 2023**. Unless otherwise provided in the solicitation, the final statement of award serves as acceptance of your offer.

Contractor should not perform work on or incur any costs associated with the contract prior to the effective date of the contract. Contractor should not perform any work prior to the receipt of a purchase order from the using governmental unit. The State assumes no liability for any expenses incurred prior to the effective date of the contract and issuance of a purchase order.

If you are aggrieved in connection with the award of the contract, you may be entitled to protest, but only as provided in Section 11-35-4210. To protest an award, you must (i) submit notice of your intent to protest within seven business days of the date the award notice is posted, and (ii) submit your actual protest within fifteen days of the date the award notice is posted. Days are calculated as provided in Section 11-35-310(13). Both protests and notices of intent to protest must be in writing and must be received by the appropriate Chief Procurement Officer within the time provided. See clause entitled "Protest-CPO". The grounds of the protest and the relief requested must be set forth with enough particularity to give notice of the issues to be decided.

**PROTEST - CPO ADDRESS - MMO:** Any protest must be addressed to the Chief Procurement Officer, Materials Management Office, and submitted in writing

(a) by email to [protest-mmo@mmo.sc.gov](mailto:protest-mmo@mmo.sc.gov), or

(b) by post or delivery to 1201 Main Street, Suite 600, Columbia, SC 29201.

**Contract Number:** 4400031291

**Awarded To:** BLANCHARD MACHINERY COMPANY (7000052564)  
PO Box 7517  
COLUMBIA SC 29202

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
Caterpillar	Lot 4	25%	15%	15%	30
Towmaster	Lot 5	10%	10%	10%	45

**Contract Number:** 4400031310  
**Awarded To:** CLUB CAR LLC (7000035444)  
 PO Box 204658  
 AUGUSTA GA 30917

**Initial Term of Contract:** June 01, 2023, through May 31, 2024  
**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
Club Car	Lot 1	17%	17%	17%	180

**Contract Number:** 4400031299  
**Awarded To:** CNH INDUSTRIAL AMERICA LLC (7000106459)  
 500 DILLER AVE MS 248  
 NEW HOLLAND PA 17557

**Initial Term of Contract:** June 01, 2023, through May 31, 2024  
**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachment	Accessories	Days ARO
New Holland	Lot 2	28%	18%	18%	270
New Holland	Lot 3	25%	18%	18%	270
New Holland	Lot 4	25%	10%	10%	180

**Contract Number:** 4400031314  
**Awarded To:** DEERE & COMPANY (7000024002)  
 2000 JOHN DEERE RUN  
 CARY NC 27513

**Initial Term of Contract:** June 01, 2023, through May 31, 2024  
**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachment	Accessories	Days ARO
John Deere	Lot 1	14%	14%	14%	90-365
John Deere	Lot 2	18%	18%	18%	90-365
John Deere	Lot 3	19%	19%	19%	90-365

**Contract Number:** 4400031311

**Awarded To:** E-Z-GO A DIVISION OF TEXTRON INC (7000105408)  
26007 NETWORK PLACE  
CHICAGO IL 60673-1260

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
EZGO Express	Lot 1	10%	10%	10%	180-365
Cushman	Lot 1	10%	10%	10%	180-365

**Contract Number:** 4400031294

**Awarded To:** HILLS MACHINERY COMPANY LLC (7000154890)  
1014 ATLAS WAY  
COLUMBIA SC 29209

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
Case IH	Lot 2	10%	10%	10%	90-180
Case IH	Lot 3	10%	10%	10%	90-180
Blue Diamond	Lot 4	10%	10%	10%	30-150
Case Construction Equipment	Lot 4	10%	10%	10%	30-210
Dondi	Lot 4	10%	10%	10%	180
FAE	Lot 4	10%	10%	10%	90-180
Henke	Lot 4	10%	10%	10%	60-120
Hitachi	Lot 4	10%	10%	10%	30-180
Sakai	Lot 4	10%	10%	10%	90-180
Werk-Brau	Lot 4	10%	10%	10%	30-150
Felling	Lot 5	10%	10%	10%	180-365
Hudson Brothers Trailer	Lot 5	10%	10%	10%	180-365

**Contract Number:** 4400031292

**Awarded To:** INFRASTRUCTURE SOLUTIONS GROUP INC (7000278054)  
505 EAST PLAZA DRIVE  
MOORESVILLE NC 28115

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
4 Green Climber of NA.	Lot 4	10%	10%	10%	30-90

**Contract Number:** 4400031296

**Awarded To:** LEE TRANSPORT EQUIP INC (7000050670)  
1300 BLUFF RD  
COLUMBIA SC 29201

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
Switch N Go	Lot 4	15%	15%	15%	90
Better Built Trailers	Lot 5	15%	15%	15%	90
McElrath Trailers	Lot 5	15%	15%	15%	90

**Contract Number:** 4400031298

**Awarded To:** NATIONAL EQUIPMENT DEALERS LLC (7000328703)  
PO Box 736976  
DALLAS TX 75373-6973

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
Brush Wolf	Lot 4	10%	10%	10%	60-90
Dynapac	Lot 4	10%	10%	10%	180



Hyundai	Lot 4	32%	10%	25%	180
Manitou	Lot 4	10%	10%	10%	180
Prinoth	Lot 4	10%	10%	10%	45-60

**Contract Number:** 4400031293

**Awarded To:** SMITH TURF & IRRIGATION LLC (7000038706)  
2112 OLD AIRPORT RD  
GREER SC 29651

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
Toro Company Commercial Equipment	Lot 1	22%	22%	22%	213
Toro Company Commercial Equipment	Lot 4	18%	18%	18%	30-213

**Contract Number:** 4400031297

**Awarded To:** STEC EQUIPMENT INC (7000181708)  
PO Box 609  
SANDY SPRINGS SC 29677

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

Manufacturer	Lot	Equipment	Attachments	Accessories	Days ARO
KIOTI	Lot 1	15%	15%	15%	30
KIOTI	Lot 2	15%	15%	15%	30
KIOTI	Lot 3	15%	15%	15%	30
KIOTI	Lot 4	15%	15%	15%	30
STEC Equipment	Lot 4	15%	15%	15%	30
STEC Equipment	Lot 5	15%	15%	15%	30

**Contract Number:** 4400031295

**Awarded To:** STEEN ENTERPRISES INC (7000027420)  
7634 SAVANNAH HIGHWAY  
ADAMS RUN SC 29426

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
Kubota	Lot 1	20%	20%	10%	60
Kubota	Lot 2	20%	20%	10%	60
Kubota	Lot 3	20%	20%	10%	60
Kubota	Lot 4	20%	20%	10%	60
GiAnt Loaders North America	Lot 4	15%	15%	15%	60
B&A Trailers	Lot 5	15%	15%	15%	60
Bwise Trailers	Lot 5	15%	15%	15%	60
PJ Trailers	Lot 5	15%	15%	15%	60

**Contract Number:** 4400031312

**Awarded To:** TEC EQUIPMENT COMPANY LLC (7000277422)  
163 CITADEL RD  
ORANGEBURG SC 29118

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
Mahindra	Lot 2	13%	13%	13%	120
Mahindra	Lot 3	13%	13%	13%	120
Skyjack	Lot 4	25%	25%	25%	180

**Contract Number:** 4400031313

**Awarded To:** TRAILER SOURCE LLC (7000333429)  
6240 WHITE HORSE RD  
GREENVILLE SC 29611

**Initial Term of Contract:** June 01, 2023, through May 31, 2024

**Maximum Contract Period:** June 01, 2023, through May 31, 2028

**Item Description**

<b>Manufacturer</b>	<b>Lot</b>	<b>Equipment</b>	<b>Attachments</b>	<b>Accessories</b>	<b>Days ARO</b>
Currahee Trailers	Lot 5	10%	10%	10%	30
Freedom Trailers	Lot 5	10%	10%	10%	30
Rock Solid Cargo	Lot 5	10%	10%	10%	30

**Procurement Officer**  
PORTIA DAVIS



169 New Hope Drive  
Wellford, SC 29385

**TO:** OCONEE CTY. SOLID WASTE  
15028 WELLS HIGHWAY  
SENECA SC, 29678

**ATTN:** SWAIN STILL

**FAX:**

**PHONE:** (864)723-5519

**DATE:** 4/19/2023

**PO DATE:**

**EST DELIVERY DATE:**

Thank You for your interest in: Prinoth Mulching Head  
This quotation lists the machines and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION	PRICE
	1	<b>PRINOTH M550e-1300 MULCHING HEAD</b>	Prinoth List Price: \$48,561.03
		Working Width: 51.2 Inches	
		Total Width: 66.1 Inches	10% off List: -\$4,856.10
		Volume Flow: 21 GPM	
		Weight: 2932 LBS	
		Bosch Rexroth Hydraulic Motor	
		Mounting Bracket	\$3,800.00
		<b>Labor To Install Prinoth M550e-1300 Mulching Head</b>	\$5,000.00
		INSTALLATION TO INCLUDE ALL HOSES. A RETURN TO TANK LINE WILL HAVE TO BE INSTALLED.	
		To set pressures and flow in the Hyundai system, service tech must have special codes to get into the system to set up correctly. This is proprietary to Hyundai dealers only.	
		<b>Subtotal:</b>	<b>\$52,504.93</b>
		<b>Discount:</b>	<b>-\$811.63</b>
		SC State Grounds Maintenance Equipment Contract - Phase II Contract# 4400031298	
		<b>Total:</b>	<b>\$51,693.30</b>

**SENT BY:** Mark Zegilla  
Governmental Sales/Landfill Specialist SC-GA  
National Equipment Dealers, LLC  
[mzegilla@neddealers.com](mailto:mzegilla@neddealers.com)

**DATE:** 4/19/2023

**QUOTE GOOD THROUGH:** 5/19/2023

**SPECIAL NOTES:**

<b>Trade In Equipment</b> - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.		I agree to pay all taxes and other charges and settle for the purchase price as follows:	
		1. Total Cash Price	-
		2. Trade Allowance / Down Pm	-
		3. Unpaid Cash Payment	-
		4. Sales Tax (TBD)	-
		5. DOC fees or Charges	-
		6. Total Taxes and Fees	-
		7. Cash Due on Delivery	-
1. Trade Allowance			
2. Other (Specify)			
2a.			
3. Cash Down Payment with Order			
4. Total Cash and Other Down Payment			
5. Total Down Payment			
		In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1% per month until the entire balance is paid in full	

1. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale
2. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.
3. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.
4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided to Seller by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties, including the implied warranties of merchantability and fitness for particular purpose. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment,
5. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.
6. Notice is hereby given that National Equipment Dealers, LLC dba MAY-RHI, LLC has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.
7. Buyer acknowledges receipt of a Seller's standard Terms and Conditions of Sale. Seller's standard Terms and Conditions of Sale are incorporated into this document by reference. This document, including Seller's standard Terms and Conditions of Sale, constitutes the entire contract between the parties and no other verbal or written agreement exists. Seller makes no other representation or warranty apart from that contained herein. To the extent of any conflict between this document and Seller's standard Terms and Conditions of Sale, the conflict shall be resolved by giving Seller the greatest rights, and least responsibilities, reasonably inferable and legally possible.

Order Taken By: \_\_\_\_\_

Purchaser Name: \_\_\_\_\_

Seller Signature:

---

Purchaser Signature:

---



169 New Hope Drive  
Wellford, SC 29385

**TO:** OCONEE CTY. SOLID WASTE  
15028 WELLS HIGHWAY  
SENECA SC, 29678  
**ATTN:** SWAIN STILLLS  
**FAX:**  
**PHONE:** (864)723-5519

**DATE:** 4/19/2023

**PO DATE:**  
**EST DELIVERY DATE:**

Thank you for your interest in: HX300L STUMP SHEAR  
This quotation lists the machines and a few basic specifications according to your request.

CODE	QTY.	DESCRIPTION	PRICE
	1	<b>ROCKLAND ST STUMP SPLITTER</b>	Rockland List Price: \$43,693.00
		SOLID STRUT	
		NO EXTRA HYDRAULICS NEEDED	10% off of List: -\$4,369.30
		SPLITTING EDGES ON FRONT AND REAR JAWS	
		BOTTOM SPLITTING EDGE ON FRONT JAW	Custom Mounting Bracket: \$4,500.00
		STUMP POSITIONING HOOK ON REAR JAW	Freight: \$1,200.00
		HARD FACING ON KNIVES	Install/PDI: \$4,699.30
		OVERSIZED BUSHINGS AND BEARINGS	
		18.5 - 19.5 WEEK DELIVERY	<b>Total: \$49,723.00</b>
		To set pressures and flow in the Hyundai system, service tech must have special codes to get into the system to set up correctly. This is proprietary to Hyundai dealers only.	
		<b>** PRICES DO NOT INCLUDE ANY APPLICABLE STATE OR FEDERAL TAXES **</b>	
		SC State Grounds Maintenance Equipment Contract - Phase II Contract# 4400031298	

**SENT BY:** Mark Zegilla **DATE:** 4/19/2023  
Governmental Sales/Landfill Specialist SC-GA  
National Equipment Dealers, LLC  
[mzegilla@nedeaders.com](mailto:mzegilla@nedeaders.com)

**QUOTE GOOD THROUGH:** 5/19/2023

**SPECIAL NOTES:**

<b>Trade In Equipment</b> - Purchases herby bargains, sells and conveys unit Seller the above described Trade-In Equipment and certifies it to be free and clear of liens, encumbrances, and security interests except to the extend shown below.	I agree to pay all taxes and other charges and settle for the purchase price as follows:	
	1. Total Cash Price	-
	2. Trade Allowance / Down Pm	-
	3. Unpaid Cash Payment	-
	4. Sales Tax (TBD)	-
	5. DOC fees or Charges	-
	6. Total Taxes and Fees	-
	7. Cash Due on Delivery	-
	In the event Buyer fails to pay any portion of the amount identified above, Buyer shall be responsible, and must reimburse Seller, for any costs (including litigation costs and attorney's fees) incurred by Seller collecting the outstanding balance. Any past due amounts owing under this Bill of Sale shall accrue interest at 1% % per month until the entire balance is paid in full	
<b>Description</b>	<b>Allowance</b>	
1. Trade Allowance	-	
2. Other (Specify)	-	
2a.	-	
3. Cash Down Payment with Order	-	
4. Total Cash and Other Down Payment	-	
5. Total Down Payment	-	

1. Title to or ownership of the Property shall not pass from Seller to Buyer, and Seller is not obligated to relinquish possession of the Property, until Seller is paid in full and all funds have cleared. In the event Buyer fails to make immediate payment, Buyer shall be in default under this agreement, and Seller may pursue any available remedy under applicable law. Buyer shall still be responsible for all unpaid rental charges associated with the rental of said Property through the completion of the sale

2. Risk of loss of the Property shall pass to Buyer when Seller notifies Buyer that the Property is available for pick-up or shipment. If Buyer does not furnish shipping instructions, Seller will select the mode of shipping. In that situation, if Seller selects to ship the Property by carrier, risk of loss shall pass to Buyer when Seller makes the Property available to the carrier for shipment. Any charges to ship, load, unload, erect or dismantle the Property, and any demurrage or similar charges, are the sole responsibility of Buyer.

3. To the full extent allowed by law, Buyer agrees to indemnify, defend and hold harmless Seller from and against any and all (1) federal, state, municipal and local license fees and taxes of any kind or nature owing from Buyer in connection with the purchase of the Property, including without limitation, any and all excise, personal property, use and sales taxes; and (2) liabilities, obligations, losses, damages, and penalties incurred by, and claims, actions, and suits against, Seller which result from the sale of the Property to Buyer or in connection with Buyer's use, possession, or ownership of the Property.

4. If and when Seller receives payment in full, Seller will assign to Buyer Seller's rights under any warranties provided to Seller by an applicable manufacturer or other third party, to the extent Seller has the right to assign such rights. Buyer agrees and understands that Seller makes no warranty regarding the condition of any machines, equipment, parts, and other goods (the "Property"), except as expressly agreed in a writing signed by NED. Seller DISCLAIMS all implied warranties, including the implied warranties of merchantability and fitness for particular purpose. Seller warrants only that (1) Seller is the true and lawful owner of the Property; (2) the Property shall be transferred to Buyer free and clear of all liens and encumbrances; and (3) Seller currently holds the right to transfer ownership of the Property to Buyer pursuant to the terms herein. Without limiting any language in this document, Buyer acknowledges that all used machines, equipment,

5. This contract shall be governed by the law of the State of North Carolina. The Mecklenburg and Davidson County, NC courts and the U.S. Western and Middle District courts of NC shall have exclusive jurisdiction over any claim filed in connection with this agreement, and Buyer waives the right to challenge jurisdiction and venue in the aforesaid courts.

6. Notice is hereby given that National Equipment Dealers, LLC dba MAY-RHJ, LLC has assigned to WTP Exchange, as part of a like-kind exchange, its rights (but not its obligations) to sell the equipment described in this sale agreement.  
7. Buyer acknowledges receipt of a Seller's standard Terms and Conditions of Sale. Seller's standard Terms and Conditions of Sale are incorporated into this document by reference. This document, including Seller's standard Terms and Conditions of Sale, constitutes the entire contract between the parties and no other verbal or written agreement exists. Seller makes no other representation or warranty apart from that contained herein. To the extent of any conflict between this document and Seller's standard Terms and Conditions of Sale, the conflict shall be resolved by giving Seller the greatest rights, and least responsibilities, reasonably inferable and legally possible.

---

Order Taken By: \_\_\_\_\_

Purchaser Name: \_\_\_\_\_

Seller Signature: \_\_\_\_\_

Purchaser Signature: \_\_\_\_\_

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: **May 2, 2023**

## ITEM TITLE:

Title: **UPS Battery Backup**

Department(s): **Communications**

Amount: **\$ 97,391.77**

**Contingency 10%: \$ 9,739.18**

**Total: \$107,130.95**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: **107,130.95** Project Cost: **\$107,130.95**

Balance: **\$0.00**

Finance Approval: \_\_\_\_\_

## BACKGROUND DESCRIPTION:

This UPS (battery Backup) is for the Sheriff's communication center. The current UPS was installed when the Sheriff's Office was built and is nearing twenty (20) years old. The manufacturer of this UPS unit, Eaton Corporation, has provided notification to the Sheriff's office that the current unit will reach its end of life January 1, 2024. Eaton will no longer support or service the current UPS after January 1, 2024. The current UPS is in need of maintenance; if we move forward with the maintenance, it would be at a cost of \$17,620.81. Eaton has recommended we replace the current UPS, due to lack of available parts and the end of Life being January 1, 2024.

The UPS is connected to the 911 center, which is the primary Public Safety Answering Point (PSAP) in Oconee County. In the event of a power loss, this unit is vital to ensure power remains available until generator services are ready. A failure of this device would mean the center would be unavailable for 911 calls until reliable power could be restored. Staff has worked with Eaton and PQS of Greenville, who is a direct supplier for Eaton, to obtain quotes for replacement.

Eaton Corporation is the manufacturer of the UPS and PQS of Greenville, SC is the Eaton Authorized Installer. This replacement will require electrical modifications before it will be operational. Due to the critical nature of this project, PQS of Greenville recommends Hill Electric Inc., of Anderson, SC., complete the electrical portion of the installation.

The cost for the purchase of the unit is \$81,491.77, electrical installation \$15,900.00, plus an additional contingency amount of \$9,739.18 for a total project amount of \$107,130.95. The contingency will be utilized for any unforeseen items that may arise.

## ATTACHMENT(S):

1. Communications Department Emergency Request Letter
2. Eaton Corporation Quote
3. Hill Electric, Inc. Quote

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve

1. Approve the purchase of a UPS Unit from Eaton Corporation of Chicago, IL in the amount of \$81,491.77.
2. Approve the installation and electrical to Hill Electric, Inc., of Anderson, SC in the amount of \$15,900.00.
3. Approve a 10% contingency in the amount of \$9,739.18.
4. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.

Submitted or Prepared By: \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

Approved for Submittal to Council: \_\_\_\_\_

**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



# OCONEE COUNTY SHERIFF'S OFFICE

## Emergency Communications

415 South Pine Street  
Walhalla, South Carolina 29691

*Mike Crenshaw, Sheriff*

To Whom it May Concern:

The Sheriff's communication center is in need of a new UPS(battery backup) unit. This unit is connected to our 911 center which is the primary Public Safety Answering Point(PSAP) in Oconee County. The current unit was installed when the building was built and is nearing 20 years old. It is an Eaton branded unit and is at End of Service Life on January 1, 2024. Furthermore, Eaton has advised us that parts availability is very limited with long delays. While the unit has periodic maintenance, if it encounters a failure, it would be out of service for an unknown amount of time. In the event of a power loss, this unit is vital to ensure power remains available until generator services are ready. A failure of this device would mean the center would be unavailable for 911 calls until reliable power could be restored. We have worked with Eaton and PQS of Greenville who is a direct supplier from Eaton to obtain quotes for replacement. The cost of the unit is \$76,879.03 with electrical installation of \$15,900. PQS recommends the use of Hill Electric which they have worked with in the past on critical infrastructure UPS installation. Our current UPS unit needs maintenance at a cost of \$17,620.81. It is our recommendation that the unit be replaced as soon as possible as this is an emergent need.

A handwritten signature in blue ink, appearing to read 'Justin Ward', is written over a horizontal line.

Captain Justin Ward  
Oconee County Sheriff's Office  
300 S Church St.  
Walhalla, SC 29691





# Detail Bill of Material

**Project Name:** Oconee County 911  
**General Order No:**

**Negotiation No:** CSP30316X3K2  
**Alternate No:** 0000

Item No.	Qty	Product	Description
	1	93PM UPS 20-200kW	208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out, 40kW Rated, 60kW Frame Capacity, Standard 95% Efficiency, Includes Power Xpert Gateway Card, Includes 7x24 Startup, and 1 year on-site parts and labor coverage, Power Quality Terms and Conditions apply, PredictPulse Wireless remote monitoring installed during startup, includes 24x7 alarm monitoring, dispatch, reporting, real-time access to health data, LTE cellular modem/router hardware, AT&T Wireless data plan and activation, Only available for purchases after January 1st 2022, SOW R-32 applies

**Catalog No** 9GC208A005A00R0

**Qty List of Materials**

- 1 Catalog # 9GC208A005A00R0 93PM UPS 208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out 60kW UPS Frame
- 1 93PM Lithium-Ion, Battery Cabinet 41.5 minutes of runtime, 1/1 Strings/Cabinets
- 1 93PM 208V PREDICTPULSE WIRELESS KIT
- 1 ASSY, 100-240V BATT COMMUNICATOR
- 1 Catalog # CTD93PM 93PM Certified Test Data
- 1 Standard Ground Shipping to SC

<b>Total Quote Price</b>	<b>\$76,879.03</b>
Estimated. Tax 6%	\$4,612.74
<b>Total With Taxes</b>	<b>\$81,491.77</b>

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

## General Information: 93PM UPS 20-200kW

### 93PM System Specifications

System Voltage:	208V or 220V 4 wire in, 208 or 220V 3 or 4 wire out	UPS Frame Capacity:	60kW
Quantity of 20kW Power Modules:	2	UPS kW Rating:	40
Internal Redundant Configuration:	No	Internal Battery Configuration:	No Internal Batteries
Input Feed:	Single Feed	ESS Included:	No
Communication:	Industrial Gateway Card	Accessories:	None
Side Car:	No Sidecar	Side Car Breaker Rating:	None
Exhaust Configuration:	Top Air Exhaust	Internal Estimated Runtime:	No Internal Batteries
UPS Dimensions (H" x W" x D"):	74 x 22 x 42	UPS Weight (lbs):	639

### UPS System Dimensions

Combined Matching System Dimensions (H" x W" x D", excluding non-matching panels): 74 x 48 x 42

### 93PM Battery Cabinet

BS14866R00102060		Battery Cabinet:	Lithium-Ion
DC Voltage:	486	Battery Cabinet Weight (lbs):	1063
Battery Cabinet Width (in):	26	90" H x 23.5" D	
kW for Runtime Calculation:	40	Estimated Runtime (min) at 77 degrees F:	41.5
# of Cabinets/Strings:	1/1	Battery Manufacturer:	Samsung
Battery Installation:	Remote Installation	OSHPD Rated:	No

### UPS Accessories

Floor Stand:	None	Chimney:	None
--------------	------	----------	------

<p><b>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</b></p>	PREPARED BY	DATE	<b>Eaton</b>		
	DONNIE MCCALL	3/16/2023			
	APPROVED BY	DATE	JOB NAME	Oconee County 911	
		DESIGNATION			
	VERSION	TYPE	DRAWING TYPE		
	10.0.0.0	93PM UPS 20-200kW	Customer Appr.		
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
CSP30316X3K2-0000	0	A			1 of 2



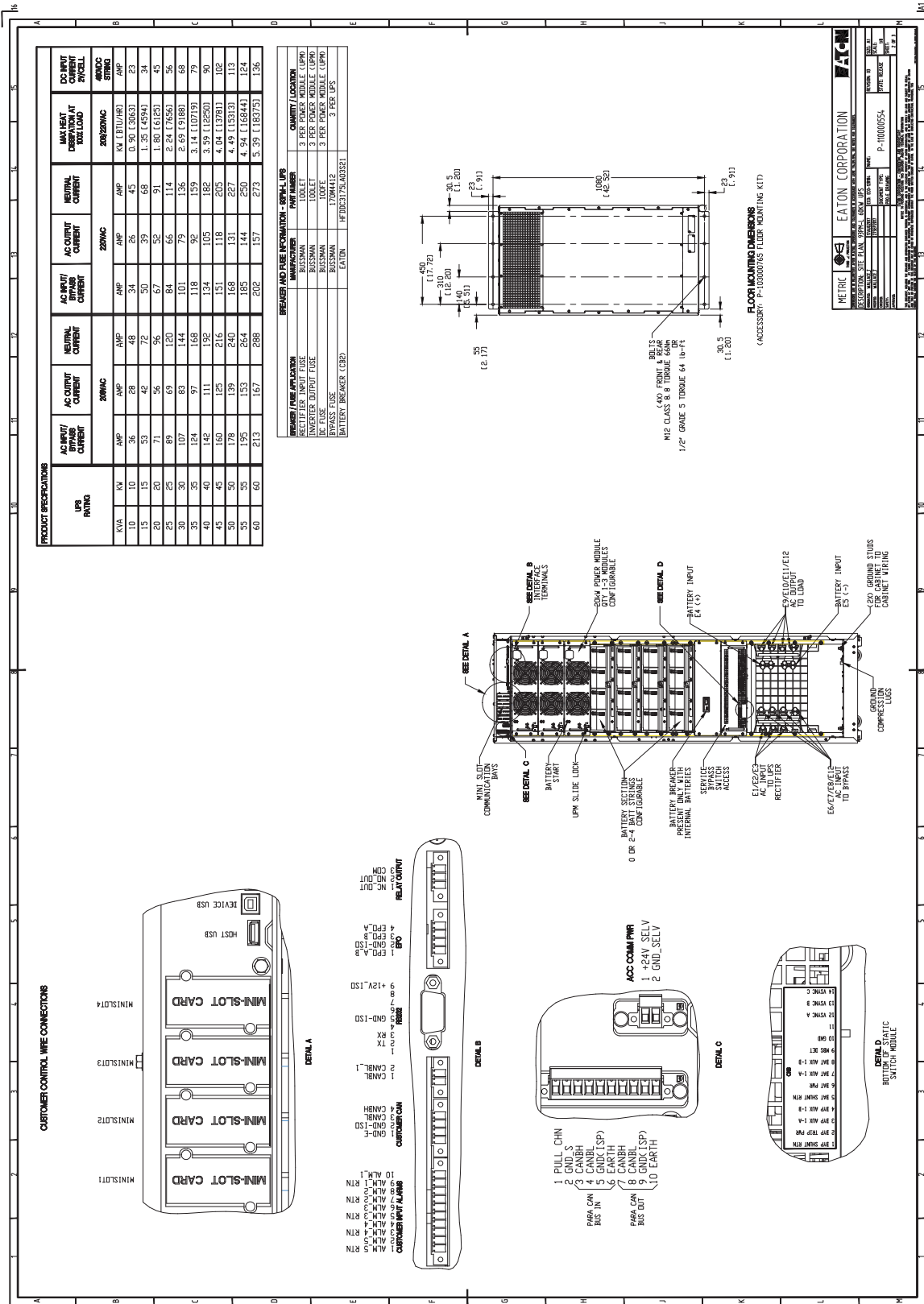
1

2

Structure	1	2							
Ship-Inches									
Ship-MM									
Width-Inches	26.00	22.00							
Width-MM	660	558							
Depth-Inches	21.00	42.00							
Depth-MM	533	1066							
Height-Inches	90.00	74.00							
Height-MM	2286	1879							
Weight-Lbs	1063.00	639.00							
Weight-Kg	482.09	289.80							

<p>The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.</p>	PREPARED BY	DATE	<b>Eaton</b>		
	DONNIE MCCALL	3/16/2023	JOB NAME	Oconee County 911	
	APPROVED BY	DATE	DESIGNATION		
	VERSION	TYPE	DRAWING TYPE		
	10.0.0.0	93PM UPS 20-200kW	Customer Appr.		
NEG-ALT Number	REVISION	DWG SIZE	G.O.	ITEM	SHEET
CSP30316X3K2-0000	0	A			2 of 2





Job Name: Coonee County 911

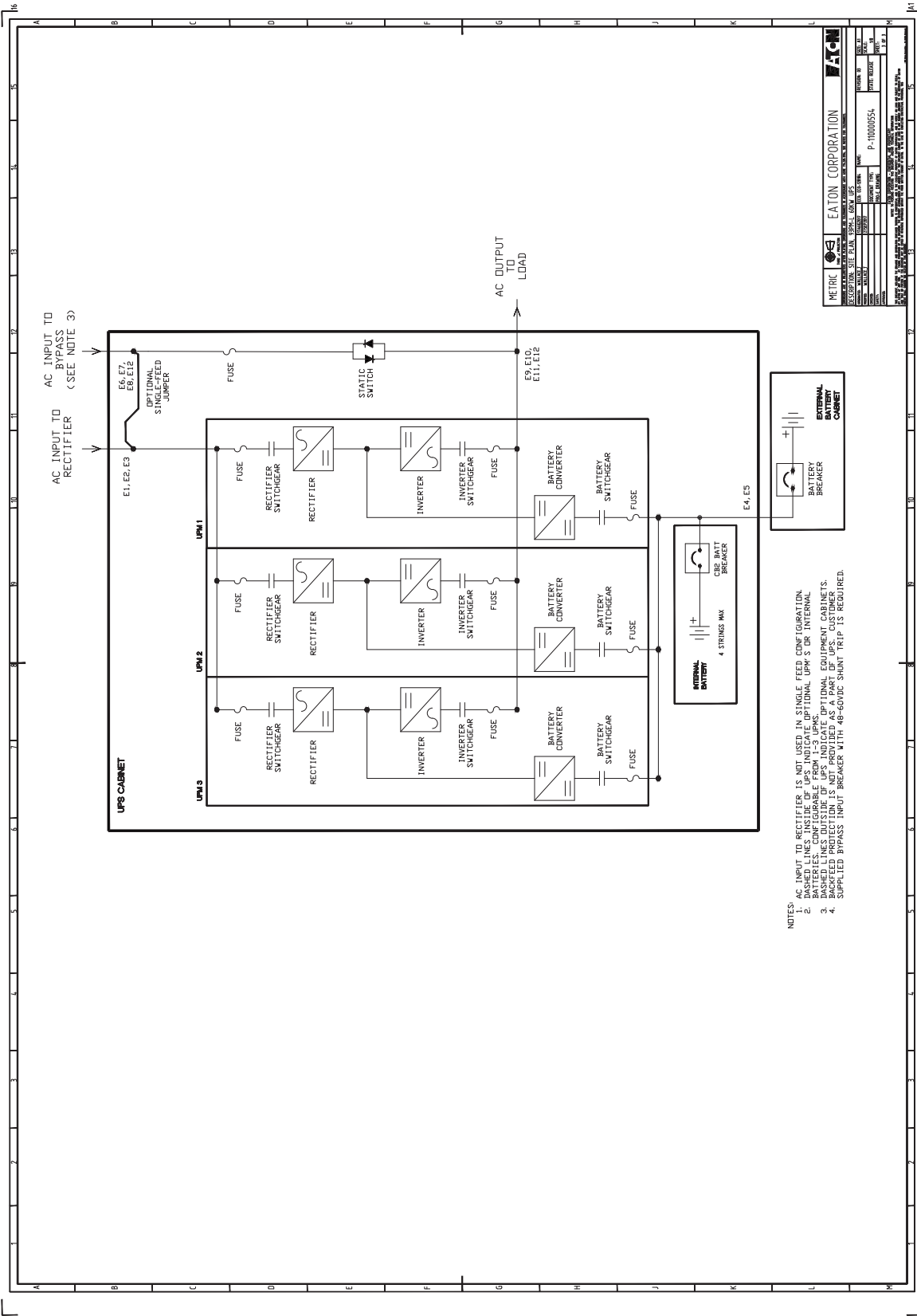
Designation:

Item Number: CSP-30316X3K2-0000-3/16/2023

Catalog Number: 9GC208A005A00R0

Item Name:

Item Description:



- NOTES:
1. UPS WITH RECTIFIER IS NOT USED IN SINGLE FEED CONFIGURATION.
  2. DASHED LINES INSIDE OF UPS INDICATE OPTIONAL UPM'S FOR INTERNAL BATTERIES - CONFIGURABLE FROM 1-3 UPM'S.
  3. BATTERY CABINET IS NOT PROVIDED AS PART OF UPS. CUSTOMER BACKFEED PROTECTION IS NOT PROVIDED AS A PART OF UPS. CUSTOMER SUPPLIED BYPASS INPUT BREAKER WITH 48-60VDC SHUNT TRIP IS REQUIRED.

<b>METRIC</b>		<b>EATON CORPORATION</b>	
DESCRIPTION: SEE PLAN	UPSP30316X3K2 UPS	DATE: P-11000254	REV: 1
QUANTITY: 1	REVISED: 08/11/03	DESIGNED BY: J. L. HARRIS	DATE: 08/11/03
EATON CORPORATION		EATON CORPORATION	
1000 EAST 17TH AVENUE		1000 EAST 17TH AVENUE	
COLUMBIANA, OHIO 43081-4000		COLUMBIANA, OHIO 43081-4000	
TEL: 614-885-2000		TEL: 614-885-2000	
FAX: 614-885-2000		FAX: 614-885-2000	
WWW.EATON.COM		WWW.EATON.COM	

GO/NEG-Alt-Date: CSP-30316X3K2-0000-3/16/2023	Job Name: Ocoonee County 911
Item Number: 9GC208A005A00R0	Designation:
Catalog Number: 9GC208A005A00R0	

**Critical Power and Digital Infrastructure Division  
Addendum To  
Domestic U.S.A. General Terms and Conditions of Sale for  
Distribution and Control Products and Services**

This Addendum ("Addendum") amends the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000 and is incorporated by reference into and is a part of the Terms and Conditions of Sale. In the event there is any conflict or inconsistency between this Addendum and the Terms and Conditions of Sale set forth in Eaton's Selling Policy 25-000, this Addendum shall govern and control.

This Addendum applies to Eaton's Critical Power and Digital Infrastructure Division (CPDI) product offerings.

*This addendum does not apply to Uninterruptible Power Supply preventative maintenance services, refer to Eaton's UPS Services Terms and Conditions (T-0).*

**Witness Tests/Customer Inspection.** Standard factory tests may be witnessed by the Buyer at Seller's factory for an additional charge per Product type. Buyer may final-inspect Products at the Seller's factory for an additional charge per Product type. Pricing will be provided at the time of quotation.

**Warranty for Products.** Unless provided separately to Buyer, Seller warrants that the Products manufactured by it will conform to Seller's applicable specifications and be free from failure due to defects in workmanship and material for one (1) year from the date of installation of the Product or eighteen (18) months from the date of shipment of the Product, whichever occurs first.

In the event any Product fails to comply with the foregoing warranty Seller will, at its option, either (a) repair or replace the defective Product, or defective part or component thereof, F.O.B. Seller's facility freight prepaid, or (b) credit Buyer for the purchase price of the Product. All warranty claims shall be made in writing.

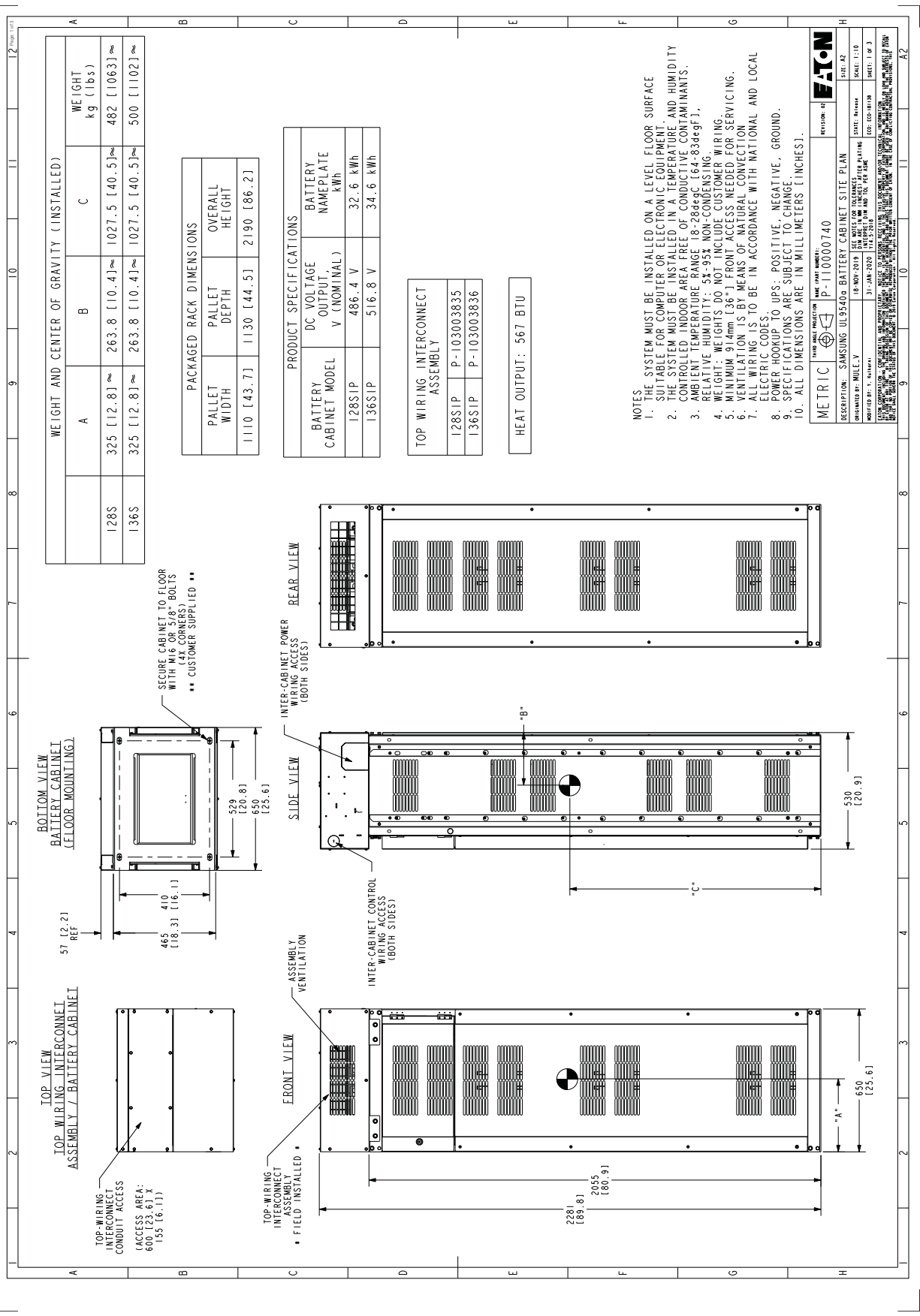
Seller requires all non-conforming Products be returned at Seller's expense for evaluation unless specifically stated otherwise in writing by Seller. This warranty does not cover failure or damage due to storage, installation, operation, or maintenance not in conformance with Seller's recommendations, including as set forth in these Terms and Conditions of Sale, and industry standard practice or due to accident, misuse, abuse, or negligence. This warranty does not cover breach of data or system security, including that of information technology infrastructure, computers, software, hardware, databases, electronic systems (including database management systems), and networks. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power, or any other expenses, which may be incurred in connection with repair or replacement. This warranty does not apply to equipment not manufactured by Seller. Seller limits itself to extending the same warranty it receives from the third-party supplier, to the extent such third party permits assignment of its warranty.

**Limitation on Warranties for Products.** THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SELLER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SELLER'S SOLE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR FAILURE OF SELLER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE BUYER ARE BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

Eaton Corporation.  
8609 Six Forks Road, Raleigh, NC 27615, USA  
Eaton.com

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<b>GO/NEG-Alt-Date:</b> CSP30316X3K2-0000-3/16/2023		<b>Job Name:</b> Oconee County 911
<b>Item Number:</b>	<b>Catalog Number:</b> 9GC208A005A00R0	<b>Designation:</b>



**WEIGHT AND CENTER OF GRAVITY (INSTALLED)**

	A	B	C	WEIGHT kg (lbs)
128S	325 [12.8]	263.8 [10.4]	1027.5 [40.5]	482 [1063]
136S	325 [12.8]	263.8 [10.4]	1027.5 [40.5]	500 [1102]

**PACKAGED RACK DIMENSIONS**

PALLET WIDTH	PALLET DEPTH	OVERALL HEIGHT
1110 [43.7]	1130 [44.5]	2190 [86.2]

**PRODUCT SPECIFICATIONS**

BATTERY CABINET MODEL	DC VOLTAGE OUTPUT, V (NOMINAL)	BATTERY NAMEPLATE kWh
128SIP	486.4 V	32.6 kWh
136SIP	516.8 V	34.6 kWh

**TOP WIRING INTERCONNECT ASSEMBLY**

128SIP	P-103003835
136SIP	P-103003836

HEAT OUTPUT: 567 BTU

- NOTES**
1. THE SYSTEM MUST BE INSTALLED ON A LEVEL FLOOR SURFACE SUITABLE FOR COMPUTER OR ELECTRONIC EQUIPMENT.
  2. THE SYSTEM MUST BE INSTALLED IN A TEMPERATURE AND HUMIDITY CONTROLLED INDOOR AREA FREE OF CONDUCTIVE CONTAMINANTS.
  3. AMBIENT TEMPERATURE RANGE 18-28degC [64-83degF], RELATIVE HUMIDITY: 5%-95% NON-CONDENSING.
  4. WEIGHTS DO NOT INCLUDE CUSTOMER WIRING.
  5. MINIMUM 914mm [36"] FRONT ACCESS NEEDED FOR SERVICING.
  6. VENTILATION IS BY MEANS OF NATURAL CONVECTION ELECTRIC CODES.
  7. ALL WIRING IS TO BE IN ACCORDANCE WITH NATIONAL AND LOCAL POWER HOOKUP TO UPS: POSITIVE, NEGATIVE, GROUND.
  8. SPECIFICATIONS ARE SUBJECT TO CHANGE.
  10. ALL DIMENSIONS ARE IN MILLIMETERS [INCHES].

**METRIC** **THE METRIC PROJECT** PART NUMBER: P-110000740 Revision of: **EATON**

DESCRIPTION: SANSUNG UL9540a BATTERY CABINET SITE PLAN DATE: A2  
 DESIGNED BY: MILE V 18-MAY-2019 SEE NOTES FOR TOLERANCES. DATE: 11-10  
 DRAWN BY: T. MERRICK 31-JAN-2020 DATE: 11-10  
 CHECKED BY: J. MERRICK 31-JAN-2020 DATE: 11-10  
 APPROVED BY: J. MERRICK 31-JAN-2020 DATE: 11-10  
 THIS DOCUMENT IS THE PROPERTY OF METRIC PROJECT. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.



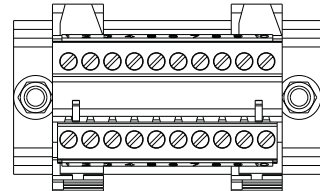
CUSTOMER SUPPLIED WIRING, TOP INTERCONNECT ASSEMBLY	
RECOMMENDED MINIMUM WIRE SIZE FOR 75 449 C COPPER STRANDED WIRE	RECOMMENDED TORQUE
BATTERY WIRES 3/0 AWG (2X PER POLE)	519 IN-LB
GROUND WIRES 3/0 AWG	519 IN-LB
CONTROL WIRES (TB1) 18 AWG	5 IN-LB
AC AUX POWER (TB2) 12 SOURCES***	10 IN-LB

- \*\*\*NOTE:
- EACH TYPE S BATTERY SYSTEM REQUIRES A MINIMUM OF ONE AC CIRCUIT TO PROVIDE AUXILIARY POWER TO THE SYSTEM BMS.
  - FOR 400-500 VAC UPS APPLICATIONS, THE BATTERY CABINET IS WIRED DIRECTLY TO A 400-500 VAC SOURCE.
  - FOR LOWER VOLTAGE APPLICATIONS 100-240 VAC, THE BATTERY CABINET IS WIRED DIRECTLY TO A 100-240 VAC SOURCE.
  - THESE CIRCUITS MUST BE PROVIDED FROM THE CUSTOMER'S ELECTRICAL DISTRIBUTION AND SHOULD BE PROTECTED BY A LISTED 15A DEVICE (CIRCUIT BREAKER OR FUSE), WITH A RECOMMENDED WIRE SIZE OF 14 AWG.
  - SOURCE 1 (REQUIRED) SHALL BE PROVIDED FROM THE UPS BYPASS INPUT.
  - FOR PARALLEL BATTERY CABINETS, THE AC SOURCES CAN BE PROVIDED TO ONLY THE "MASTER" CABINET TOP WIRING KIT AND FROM THERE TO THE PARALLEL CABINETS USING THE SUPPLIED INTERCONNECT HARNESSING.

TOP WIRING INTERCONNECT ASSEMBLY

NOTE:  
RECOMMEND 3/0 COMPRESSION LUG  
THOMAS & BETTS CATALOG# 54265

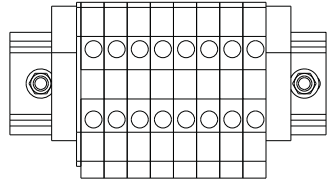
TERMINAL BLOCK (TB-1)



SCALE 3:2

CONTROL WIRING TO UPS (TB1)	
TB1-1	MCCB NORMALLY OPEN
TB1-2	MCCB COMMON
TB1-3	MAJOR ALARM NORMALLY OPEN
TB1-4	MAJOR COMMON
TB1-5	MINOR ALARM NORMALLY OPEN
TB1-6	MINOR COMMON
TB2-7	INPUT, OPEN BREAKER, CONTACT CLOSE >3 SEC
TB1-8	GND, OPEN BREAKER, CONTACT CLOSE >3 SEC
TB1-9	NOT USED
TB1-10	NOT USED

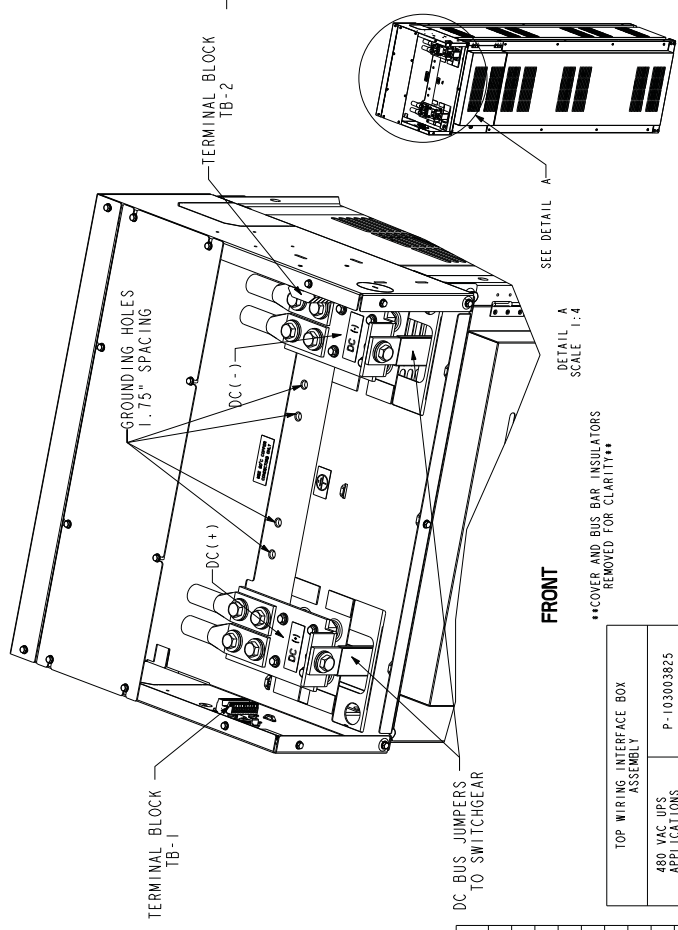
TERMINAL BLOCK (TB-2)



SCALE 1:1

AC AUX POWER (TB2)	400-500 VAC SOURCE	100-240 VAC SOURCE
TB2-1	SOURCE 1 L1	SOURCE 1 L1
TB2-2	SOURCE 1 L2	SOURCE 1 L2 OR N
TB2-3	SOURCE 1 L3	NOT USED
TB2-4	SOURCE 1 PE	SOURCE 1 PE
TB2-5	SOURCE 2 L1	SOURCE 2 L1
TB2-6	SOURCE 2 L2	SOURCE 2 L2 OR N
TB2-7	SOURCE 2 L3	NOT USED
TB2-8	SOURCE 2 PE	SOURCE 2 PE

\*14 AWG AC AUXILIARY POWER SHOULD BE PROTECTED BY A LISTED 15A BREAKER OR FUSE.

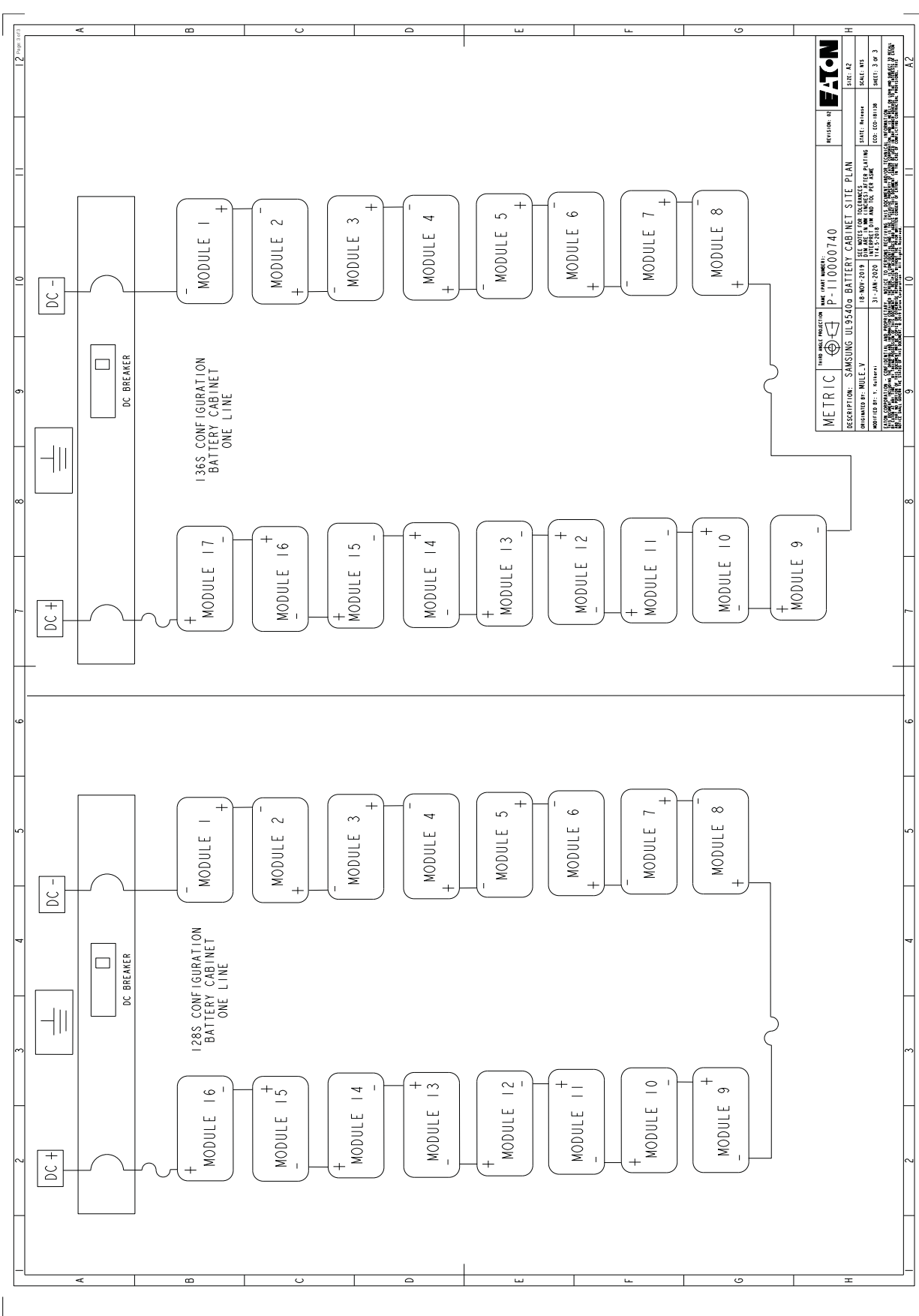


FRONT

\*\*\*COVER AND BUS BAR INSULATORS REMOVED FOR CLARITY\*\*\*

TOP WIRING INTERFACE BOX ASSEMBLY	480 VAC UPS APPLICATIONS	208/220 VAC UPS APPLICATIONS
	P-103003825	P-103003826

REVISION OF: METRIC THE BATTERY PROJECTOR BATTERY CABINET SITE PLAN  
 DESCRIPTION: SANSUNG UL9400 BATTERY CABINET SITE PLAN  
 DATE: 18-NOV-2019  
 DRAWN BY: MILE V  
 CHECKED BY: MILE V  
 DATE: 31-JAN-2020  
 SCALE: 1:20  
 SHEET: 2 OF 3



**METRIC** **THIRD ANGLE PROJECTION** **REVISION: 01**

**DESCRIPTION:** SANSUNG UL9540a BATTERY CABINET SITE PLAN

**DATE:** 18-NOV-2019 **SCALE:** A2

**DESIGNED BY:** MILE V **SEE NOTES FOR TOLERANCES** **DATE:** 18-NOV-2019 **SCALE:** B15

**WORKED BY:** MILE V **DATE:** 31-JAN-2020 **DATE:** 31-JAN-2020 **SCALE:** 3 OF 3

**FOR COMPANY:** CONSTRUCTION INFORMATION **THIS DOCUMENT AND ITS CONTENTS ARE THE PROPERTY OF METRIC ENGINEERING, INC. AND ARE NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.**

GO/NEG-Alt-Date: CSP-30316X3K2-0000-3/16/2023  
 Item Number: 9GC208A005A00R0

Job Name: Oconee County 911  
 Designation:

April 21, 2022

**PQS Mission Critical**  
**Attn: Donnie McCall**

Ref: PQS-EST-E001 Oconee County 911 Call Center UPS replacement.

**Dear Donnie:**

We offer the following proposal to complete the referenced project. This proposal is valid for 30 days. Our normal working hours are Monday through Thursday 7:00 am to 5:00 pm. Overtime has been included in this quote.

Scope of Work:

1. Hill Electric will supply and install conduit and wire as needed for the supply to the UPS.
2. Hill Electric will supply and install conduit and wire as needed for the UPS power.
3. Hill Electric will supply conduit and wire for the DC supply to the battery compartment.
4. Hill Electric will supply conduit and wire for a 15a power circuit to the battery unit
5. Hill Electric will supply conduit and wire for controls between units.
6. Hill Electric will handle demo and install of the old and new UPS enclosures.

Clarification

1. Hill Electric is not responsible material delays or supply chain issues.
2. Hill Electric is not responsible for installing or connecting batteries.

<b>Labor:</b>	<b>\$9,000.00</b>
<b>Material:</b>	<b>\$3,600.00</b>
<b>Equipment:</b>	<b>\$0.00</b>
<b>Sub-Contract</b>	<b>\$3,300.00</b>
<b>Total:</b>	<b>\$15,900.00</b>

**Add \$2,500.00 for Hill Electric to install a new data cable for the UPS unit.**  
**New Data Cable Not Required - This will Be Installed by Communications.**

Thank you for this opportunity to be of service

Sincerely,

Hill Electric Inc.



Eric Johnson

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 2, 2023

## ITEM TITLE:

Title: Change Order # 1

PO 55106 Ozone Collision Center, LLC.

Department(s): Vehicle Maintenance

Amount: Original Purchase order: \$41,330.50

Change Order 1: \$55,791.12

Total: \$97,121.62

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget: \$97,121.62

Project Cost: \$97,121.62

Balance: \$0.00 Finance Approval: \_\_\_\_\_

(Insurance Claim)

## BACKGROUND DESCRIPTION:

On January 7, 2022, a 2016 Peterbilt Front Load Cardboard truck from Solid Waste, vehicle 800.27, caught fire causing damage to the body, wiring harnesses and the chassis. Purchase Order Number 55106 was issued on September 1, 2022 to Ozone Collision Center, LLC. Of Greenville, SC in the amount of \$41,330.50, for the repair. This repair has been filed with the Insurance Reserve Fund (County Insurance).

During the repair, additional issues were discovered that required additional parts and repairs. These issues were undiscoverable until tear down of the vehicle; therefore, not included on the initial repair estimate. The supplement total is \$55,791.12.

The total repair is \$97,121.62; the Insurance Reserve Fund issued payment in the amount of \$40,830.50 for the initial repair and has agreed to cover \$53,648.54 of the supplemental repair. The County will be responsible for a \$500.00 deductible plus \$2,142.58 of the supplemental repairs.

## ATTACHMENT(S):

1. Pricing Spreadsheet
2. Ozone Collision Center estimate with Supplement

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Change Order #1, PO 55106 to Ozone Collision Center, LLC., of Greenville, SC in the amount \$55,791.12, for a total purchase order amount of \$97,121.62.
2. Authorize the County Administrator to execute documents for this change order.

Submitted or Prepared By: \_\_\_\_\_  
Tronda C. Popham, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
Amanda F. Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

PO 55106 - CO #1 Ozone Collision Center, LLC.

DESCRIPTION	PO 55106				SUPPLEMENT			
	QTY	U/M	UNIT PRICE	EXT PRICE	QTY	U/M	UNIT PRICE	EXT PRICE
MODULE, ENGINE CONTROL, CUMMING, ISC	1	EA	\$1,860.02	\$1,860.02	1	EA	-\$1,860.02	-\$1,860.02
MODULE, ENGINE CONTROL, CUMMING, ISC					1	EA	\$1,860.02	\$1,860.02
CAB HARNESS CUMMINS DUEL STEER	1	EA	\$1,100.45	\$1,100.45	1	EA	-\$1,100.45	-\$1,100.45
CAB HARNESS CUMMINS DUEL STEER					1	EA	\$3,761.52	\$3,761.52
CAB CUMMINS 2016 DUAL STEER HARNESS					1	EA	\$1,100.38	\$1,100.38
CHASSIS HARNESS	1	EA	\$1,951.63	\$1,951.63				
HARNESS ABS CHASSIS	1	EA	\$1,437.81	\$1,437.81				
HARNESS ECU POWER	1	EA	\$1,267.78	\$1,267.78				
HARNESS ECU CONSTANT POWER	1	EA	\$1,209.36	\$1,209.36				
HARNESS ENG	1	EA	\$3,761.54	\$3,761.54				
WAYNE POWER HARNESS	1	EA	\$1,453.45	\$1,453.45				
WAYNE BODY HARNESS	1	EA	\$1,742.39	\$1,742.39				
WAYNE CAB TO BODY	1	EA	\$1,507.42	\$1,507.42				
TITAN FRONT LOAD HARNESS	1	EA	\$1,566.39	\$1,566.39				
CHASSIS LIGHT HARNESS	1	EA	\$566.39	\$566.39				
RELAY BOX	1	EA	\$436.87	\$436.87				
WIRE CLAMPS	1	EA	\$22.78	\$22.78				
HYDRAULIC HOSES CAMBLE BROWN	8	EA	\$212.37	\$1,698.96				
HYDRAULIC FLUID	1	EA	\$78.99	\$78.99				
AIR LINES	1	EA	\$87.12	\$87.12				
LOWER CAB INSTULATION	1	EA	\$387.12	\$387.12				
HOSE, RADIATOR (6)					1	EA	\$227.24	\$227.24
TYPE 1, CLEANER ASSY, AIR					1	EA	\$1,068.75	\$1,068.75
FUEL LINE TO FILTER					1	EA	\$174.00	\$174.00
FUEL LINE TI MOTOR					1	EA	\$63.55	\$63.55
BATTERY					3	EA	\$213.06	\$639.18
HARNESS ENG								
ECU POWER HARNESS					1	EA	\$267.78	\$267.78
POSITION SENSOR					1	EA	\$52.02	\$52.02
AFTERTREATMENT HARNESS					1	EA	\$836.44	\$836.44
CAMERA					1	EA	\$233.16	\$233.16
SPOT LAMPS, 2					1	EA	\$285.60	\$285.60
POSITION SENSOR CORE					1	EA	\$14.30	\$14.30
CHASSIS ALLISON HARNESS					1	EA	\$1,087.36	\$1,087.36
1 INCH ID HOSE					1	EA	\$140.63	\$140.63
1.5 ID CLAMPS					4	EA	\$18.05	\$72.20
1/16 THICK WIRE COVER					1	EA	\$87.50	\$87.50
AIR BREAK TUBING					1	EA	\$270.93	\$270.93
CONNECTORS					10	EA	\$6.16	\$61.60
VALVE EXTENSION HARNESS					1	EA	\$1,172.46	\$1,172.46
TRANSMISSION CONTROL MODULE					1	EA	\$1,614.99	\$1,614.99
CORE					1	EA	\$150.00	\$150.00
TCM LABEL KIT					1	EA	\$10.51	\$10.51
NORMAL QC SILICONE HOSE					1	EA	\$136.99	\$136.99
5/8 GR SILICONE HOSE					1	EA	\$134.27	\$134.27
TEE NORMAQUICK FITTING					2	EA	\$13.82	\$27.64
ELBOW-RUBBER AIR					1	EA	\$49.70	\$49.70
HOSE W/ LINER CLAMP					4	EA	\$2.50	\$10.00
3/8 SILICONE HOSE PUR					10	EA	\$7.72	\$77.20
3/8 SILICONE HOSE PUR					8	EA	\$7.72	\$61.76
CLAMPS					1	EA	\$46.65	\$46.65
UNION AIR					1	EA	\$36.97	\$36.97
TRANS FLUID					1	EA	\$458.55	\$458.55
DEF FLUID					1	EA	\$58.46	\$58.46
ANTIFREEZE					1	EA	\$269.77	\$269.77
WASHER					1	EA	\$32.17	\$32.17
ZIP TIES FOR HARNESS					1	EA	\$86.13	\$86.13
RUBBER HOSE COVERINGS					1	EA	\$381.25	\$381.25
BRAKE LINE					1	EA	\$158.30	\$158.30
AIRLINE FITTINGS/NIPPLES					1	EA	\$272.01	\$272.01
CLAMPS					1	EA	\$261.23	\$261.23
WIRE CLAMPS					1	EA	\$90.54	\$90.54
OIL					1	EA	\$102.34	\$102.34
DETAIL/CLEANUP								
TRUCK COVER	1	EA	\$10.00	\$10.00				
CREDIT				-\$1.36				
FREIGHT					1	EA	\$110.39	\$110.39
PARTS SUBTOTAL				\$22,145.11				\$15,153.97
BODY LABOR	35.8	HRS	\$85.00	\$3,043.00	29.2	HRS	\$85.00	\$2,482.00
PAINT LABOR	15.6	HRS	\$85.00	\$1,326.00				
MECHANICAL	101.6	HRS	\$125.00	\$12,700.00	254.8	HRS	\$125.00	\$31,850.00
MISC.				\$787.60				\$5,395.91
SUBTOTAL				\$40,001.71				\$54,881.88
SALES TAX (6%)				\$1,328.79				\$909.24
GRAND TOTAL				\$41,330.50				\$55,791.12

ORIGINAL PO 55106	\$41,330.50
CO # 1 - SUPPLEMENT	\$55,791.12
<b>PO TOTAL (with CO# 1)</b>	<b>\$97,121.62</b>

# Ozone Collision Center

511 South Florida Ave

Suite A

Greenville, SC 29611

Phone: (864) 295-0777 Fax: (864) 295-7107

Email: OFFICEMANAGEROZONECOLLISION2@GMAIL.COM Tax ID: 20-4722835

Date:	3/9/2022	Year:	2016
Reference #:	016780003664SUPP1	Make:	Peterbilt
Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27
Address:	15026 WELLS HWY	VIN:	3BPZL70X1GF102021
City/State/Zip:	SENACA , SC 29678	Style:	Cab-Over-Engine/Low Entry
Phone:	- -	Plate/State:	-
Cell Phone:	864-710-6501	WMI:	FIN:
Purchase Order:		Odometer:	
Customer Number:	016780003664SUPP1	Color:	
Claim Contact:		Date Of Loss:	
Contact Title:		Authorized By:	
Contact Phone:	x	Claim Number:	
Contact Email:		RO:	

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
<b>----- Front Lamps -----</b>							
1	R&I	Headlamp Assy (Left)		0.70			
2	R&I	Headlamp Assy (Right)		0.70			
<b>----- Cooling -----</b>							
3	* S1	Replace Hose, Radiator (6)	New	M 4.00		1 @ \$227.24	\$227.24
4	^ S1	Replace FREIGHT					\$80.00
<b>----- Engine, Cummins -----</b>							
5	* Repair	ISC, Steam Clean Engine		4.00			
<b>----- Air Cleaner, Type 1 -----</b>							
6	* S1	Replace Type 1, Cleaner Assy, Air		M 3.00		1 @ \$1,068.75	\$1,068.75
7	^ S1	Replace FREIGHT					\$135.00
<b>----- Cab, Exterior -----</b>							
8	R&I	Cab Assembly Dual Steer		16.00			
9	^ Repair	RT CAB BACK PANEL OUTSIDE-REFINISH		1.00	2.00		
10	^ Repair	LT CAB BACK PANEL OUTSIDE-REFINISH		1.00	2.00		
11	^ R&I	CAB BACK PANEL ELECTRICAL HARNESSSES/CONNECTORS	New	12.00			
<b>----- Cab Mounts -----</b>							
12	* Repair	Bleed System		M 0.30			
13	* Add	Add to Adjust Cab Height		AddLbr			
14	* Check	Check Ride Height		AddLbr 1.00			
<b>----- Instrument Panel, Dual Steer -----</b>							
15	R&I	Panel, Instrument		M 1.10			
<b>----- Instrument Panel, Right Steer -----</b>							
16	^ S1	BUILD JUMPER WIRES TO MATCH WAYNE TO PETERBILT	New	M 12.00			
17	^ S1 R&I	CENTER CONTROL BOARDS		M 6.00			
18	* S1 R&I	Panel, Driver Side Dash		M 10.00			
<b>----- Cab Interior &amp; Seat Belts -----</b>							
19	R&I	Panel, Rear Trim		1.60			
<b>----- Cab Interior, Front Seat, Dual Steer -----</b>							
20	* R&I	Seat Assy, Driver Seat		0.50			

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Date:	3/9/2022	Year:	2016
Reference #:	016780003664SUPP1	Make:	Peterbilt
Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
<b>----- Fuel Tank, Right -----</b>							
21	S1 R&I	Tank, Fuel		M 1.00			
22	^ S1 Replace	FUEL LINE TO FILTER	New	M 3.00		1 @ \$174.00	\$174.00
23	^ S1 Replace	FUEL LINE TI MOTOR	New	M 1.00		1 @ \$63.55	\$63.55
<b>----- Electrical -----</b>							
24	* S1 Replace	Battery		0.60		3 @ \$213.06	\$639.18
25	* R&I	Cable, Battery, Positive		0.60			
26	* R&I	Cable, Battery, Negative		0.20			
27	S1 Replace	Module, Engine Control, Cummins, ISC	New	M 2.30		1 @ \$1,860.02	\$1,860.02
28	^ S1 Replace	CAB HARNESS CUMMINS DUEL STEER	New	M 8.70		1 @ \$3,761.52	\$3,761.52
29	^ Replace	CHASSIS HARNESS	New	M 12.40		1 @ \$1,951.63	\$1,951.63
30	^ Replace	HARNESS ABS CHASSIS	New	M 4.30		1 @ \$1,437.81	\$1,437.81
31	^ Replace	HARNESS ECU POWER	New	M 1.80		1 @ \$1,267.78	\$1,267.78
32	^ Replace	HARNESS ECU CONSTANT POWER	New	M 1.00		1 @ \$1,209.36	\$1,209.36
33	^ Replace	HARNESS ENG	New	M 18.30		1 @ \$371.54	\$371.54
34	^ Replace	WAYNE POWER HARNESS	New	M 12.60		1 @ \$1,453.45	\$1,453.45
35	^ Replace	WAYNE BODY HARNESS	New	M 16.00		1 @ \$1,742.39	\$1,742.39
36	^ Replace	WAYNE CAB TO BODY	New	M 1.60		1 @ \$1,507.42	\$1,507.42
37	^ Replace	TITAN FRONT LOAD HARNESS	New	M 2.50		1 @ \$1,566.39	\$1,566.39
38	^ Replace	CHASSIS LIGHT HARNESS	New	M 3.20		1 @ \$566.39	\$566.39
39	^ Replace	RELAY BOX	New	M 1.60		1 @ \$436.87	\$436.87
40	^ Repair	CLEAN AND PAINT FRAME RAILS		4.00	2.00		
41	^ Replace	WIRE CLAMPS	New			1 @ \$22.78	\$22.78
42	^ Replace	HYDRAULIC HOSES CAMBLE BROWN	New	M 2.10		1 @ \$1,698.87	\$1,698.87
43	^ Replace	HYDRAULIC FLUID	New			1 @ \$78.99	\$78.99
44	^	AIR LINES	New	M 4.00		1 @ \$87.12	\$87.12
45	^ Replace	LOWER CAB INSULATION	New	4.00		1 @ \$387.12	\$387.12
46	^ S1 R&I	DOGHOUSE CONTROL MODULE		M 18.00			
47	^ S1 Replace	ECU POWER HARNESS	New	M 12.00		1 @ \$267.78	\$267.78
48	^ S1 Replace	POSITION SENSOR	New	M 3.00		1 @ \$52.02	\$52.02
49	^ S1 Replace	AFTERTREATMENT HARNESS	New	M 22.00		1 @ \$836.44	\$836.44
50	^ S1	FREIGHT					\$80.00
51	^ S1 Replace	CAMERA	New	M 6.00		1 @ \$233.16	\$233.16
52	^ S1 Replace	SPOT LAMPS, 2	New	2.00		1 @ \$285.60	\$285.60
53	^ S1 Replace	POSITION SENSOR CORE	New	M		1 @ \$14.30	\$14.30
54	^ S1 Replace	CHASSIS ALLISON HARNESS	New	M 26.00		1 @ \$1,087.36	\$1,087.36
55	^ S1 Replace	CAB CUMMINS 2016 DUAL STEER HARNESS	New	M 9.00		1 @ \$1,100.38	\$1,100.38
56	^ S1 Replace	FREIGHT				1 @ \$110.39	\$110.39
57	^ S1 Replace	1 INCH ID HOSE	New	M 1.00		1 @ \$140.63	\$140.63

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Email: OFFICEMANAGEROZONECOLLISION2@GMAIL.COM Tax ID: 20-4722835

Date:	3/9/2022	Year:	2016
Reference #:	016780003664SUPP1	Make:	Peterbilt
Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

58	^	S1	Replace	1.5 ID CLAMPS	New			4 @	\$18.05	\$72.20
59	^	S1	Replace	1/16 THICK WIRE COVER	New			1 @	\$87.50	\$87.50
60	^	S1	Replace	AIR BREAK TUBING	New	M	9.00	1 @	\$270.93	\$270.93
61	^	S1	Replace	CONNECTORS	New			10 @	\$6.16	\$61.60
62	^	S1	Replace	VALVE EXTENSION HARNESS	New	M	2.00	1 @	\$1,172.46	\$1,172.46
63	^	S1		FREIGHT	New					\$29.76
64	^	S1	Replace	TRANSMISSION CONTROL MIDULE	New	M	12.00	1 @	\$1,614.99	\$1,614.99
65	^	S1	Replace	CORE				1 @	\$150.00	\$150.00
66	^	S1	Replace	TCM LABEL KIT	New			1 @	\$10.51	\$10.51
67	^	S1		PROGRAM FEE	New					\$150.00
68	^	S1	Replace	NORMA QC SILICONE HOSE	New	M	4.00	1 @	\$136.99	\$136.99
69	^	S1	Replace	5/8 GR SILICONE HOSE	New	M	4.00	1 @	\$134.27	\$134.27
70	^	S1	Replace	TEE NORMAQUICK FITTING	New	M		2 @	\$13.82	\$27.64
71	^	S1	Replace	ELBOW- RUBBER AIR	New	M	1.00	1 @	\$49.70	\$49.70
72	^	S1	Replace	HOSE W/LINER CLAMP	New	M		4 @	\$2.50	\$10.00
73	^	S1	Replace	3/8 SILICONE HOSE PUR	New	M		10 @	\$7.72	\$77.20
74	^	S1	Replace	3/8 SILICONE HOSE PUR	New	M		8 @	\$7.72	\$61.76
75	^	S1	Replace	CLAMPS	New	M		1 @	\$46.65	\$46.65
76	^	S1	Replace	UNION AIR	New	M		1 @	\$36.97	\$36.97
77	^	S1		REWIRE NEW HARNES TO MATCH UNIT		M	100.00			
78	^	S1	R&I	INTERIOR CONTROL BOARDS			20.00			
<b>----- Rear Lamps -----</b>										
79	*		R&I	Lamp Assy, Utility, Cab Mounted, Left			0.50			
80	*		R&I	Lamp Assy, Utility, Cab Mounted, Right			0.50			
<b>----- Maintenance &amp; Service -----</b>										
81	*		Replace	Diagnose & Clear Codes	New	M	3.00			
82	*	S1	Replace	Check All Fluid Levels & Lamps	New	M	2.00			
83			Replace	Sanitize Unit for Intake	New		1.00			
84	^	S1	Replace	TRANS FLUID	New		1.00	1 @	\$458.55	\$458.55
				2 INVOICES						
85	^	S1	Replace	DEF FLUID	New		1.00	1 @	\$58.46	\$58.46
86	^	S1	Replace	ANTIFREEZE	New		1.00	1 @	\$269.77	\$269.77
				2 INVOICES						
87	^	S1	Replace	WASHER	New		1.00	1 @	\$32.17	\$32.17
88	^	S1		PETERBILT INVOICE						\$1,630.00
				11W137466						
89	^	S1		NULIFE INVOICE						\$3,291.15
				0004348						
90	^	S1	Replace	ZIP TIES FOR HARNESSSES	New			1 @	\$86.13	\$86.13
				TRUCK PRO						
91	^	S1	Replace	RUBBER HOSE COVERINGS	New			1 @	\$381.25	\$381.25
				GREENVILLE INDUSTRIAL						
92	^	S1	Replace	BRAKE LINE	New			1 @	\$158.30	\$158.30
				CAMPBELL BROWN						
93	^	S1	Replace	AIRLINE FITTINGS/NIPPLES	New			1 @	\$272.01	\$272.01
				CAMPBELL BROWN						
94	^	S1	Replace	CLAMPS	New			1 @	\$261.23	\$261.23
				TRUCK PRO						
95	^	S1	Replace	WIRE	New			1 @	\$90.54	\$90.54
				TRUCK PRO						
96	^	S1	Replace	OIL	New			1 @	\$102.34	\$102.34
				TRUCK PRO						



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Date:	3/9/2022	Year:	2016
Reference #:	016780003664SUPP1	Make:	Peterbilt
Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
<b>----- Custom Services -----</b>							
97	^ S1 Replace	TRAVEL TIME TO/FROM NULIFE		1.00			
98		TINT COLOR	CS		1.00		
99		SHIPPING	CS				\$150.00
100		DETAIL/CLEANUP	CS			1 @ \$170.00	\$170.00
101		OFFLOAD TRASH	CS	3.50			
102		POSITION FORKS/HOPPER	CS	M 3.00			
103		UNIT POSITION/ACCESS	CS	M 3.00			
104		MASK FOR OVERSPRAY	CS		2.00		
105		CLEAR COAT	CS		1.20		
106		PAINT MATERIALS	CS				\$410.00
107		TO MATCH INSURANCE	CS				\$10.14
108		TRAVEL TIME TO PICKUP PARTS	CS	5.00			
<b>----- Calculated Values -----</b>							
109	^ S1	Shop Supplies	Mtrls				\$165.00
110	^ S1	Hazardous Waste					\$25.00
111	^ S1	Paint Materials	Mtrls				

An '\*' indicates user change of database part and '^' indicates manually entered or custom database rows.

**Estimate Notes:**

Summary	Amount	Rate	Disc	Total
Body Labor	85.4	\$85.00	0.00%	\$7,259.00
Paint Labor	10.2	\$85.00	0.00%	\$867.00
Mechanical	373.8	\$125.00	0.00%	\$46,725.00
Frame	0.0	\$125.00	0.00%	\$0.00
Misc. Labor	0.0	\$85.00	0.00%	\$0.00
Parts	\$34,070.35		0.00%	\$34,070.35
Misc.				\$6,156.05
Sub-total				\$95,077.40
Sales Tax				2,044.22
State (Parts) \$34,070.35 @ 6.0000%: \$2,044.22				
<b>Total</b>				<b>\$97,121.62</b>
Betterment				\$0.00
Deductible				\$0.00
<b>Grand Total</b>				<b>\$97,121.62</b>

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Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

## Supplement Summary

### Supplement Estimate 1

Operation	Description	Labor	Paint	-----Parts-----	Misc
----- Added Items -----					
Replace	Hose, Radiator (6)	M	4.00	0.00 1 @	\$227.24 \$227.24 \$0.00
Replace	FREIGHT		0.00	0.00	\$0.00 \$0.00 \$80.00
Replace	FREIGHT		0.00	0.00	\$0.00 \$0.00 \$135.00
	BUILD JUMPER WIRES TO MATCH WAYNE TO	M	12.00	0.00	\$0.00 \$0.00 \$0.00
R&I	CENTER CONTROL BOARDS	M	6.00	0.00	\$0.00 \$0.00 \$0.00
R&I	Panel, Driver Side Dash	M	10.00	0.00	\$0.00 \$0.00 \$0.00
R&I	Tank, Fuel	M	1.00	0.00	\$0.00 \$0.00 \$0.00
Replace	FUEL LINE TO FILTER	M	3.00	0.00 1 @	\$174.00 \$174.00 \$0.00
Replace	FUEL LINE TI MOTOR	M	1.00	0.00 1 @	\$63.55 \$63.55 \$0.00
Replace	ECU POWER HARNESS	M	12.00	0.00 1 @	\$267.78 \$267.78 \$0.00
Replace	POSITION SENSOR	M	3.00	0.00 1 @	\$52.02 \$52.02 \$0.00
Replace	AFTERTREATMENT HARNESS	M	22.00	0.00 1 @	\$836.44 \$836.44 \$0.00
	FREIGHT		0.00	0.00	\$0.00 \$0.00 \$80.00
Replace	CAMERA	M	6.00	0.00 1 @	\$233.16 \$233.16 \$0.00
Replace	SPOT LAMPS, 2		2.00	0.00 1 @	\$285.60 \$285.60 \$0.00
Replace	POSITION SENSOR CORE	M	0.00	0.00 1 @	\$14.30 \$14.30 \$0.00
Replace	CHASSIS ALLISON HARNESS	M	26.00	0.00 1 @	\$1,087.36 \$1,087.36 \$0.00
Replace	CAB CUMMINS 2016 DUAL STEER HARNESS	M	9.00	0.00 1 @	\$1,100.38 \$1,100.38 \$0.00
Replace	FREIGHT		0.00	0.00 1 @	\$110.39 \$110.39 \$0.00
Replace	1 INCH ID HOSE	M	1.00	0.00 1 @	\$140.63 \$140.63 \$0.00
Replace	1.5 ID CLAMPS		0.00	0.00 4 @	\$18.05 \$72.20 \$0.00
Replace	1/16 THICK WIRE COVER		0.00	0.00 1 @	\$87.50 \$87.50 \$0.00
Replace	AIR BREAK TUBING	M	9.00	0.00 1 @	\$270.93 \$270.93 \$0.00
Replace	CONNECTORS		0.00	0.00 10 @	\$6.16 \$61.60 \$0.00
Replace	VALVE EXTENSION HARNESS	M	2.00	0.00 1 @	\$1,172.46 \$1,172.46 \$0.00
	FREIGHT		0.00	0.00	\$0.00 \$0.00 \$29.76
Replace	TRANSMISSION CONTROL MIDULE	M	12.00	0.00 1 @	\$1,614.99 \$1,614.99 \$0.00
Replace	CORE		0.00	0.00 1 @	\$150.00 \$150.00 \$0.00
Replace	TCM LABEL KIT		0.00	0.00 1 @	\$10.51 \$10.51 \$0.00

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Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

	PROGRAM FEE		0.00	0.00		\$0.00	\$0.00	\$150.00
Replace	NORMA QC SILICONE HOSE	M	4.00	0.00	1 @	\$136.99	\$136.99	\$0.00
Replace	5/8 GR SILICONE HOSE	M	4.00	0.00	1 @	\$134.27	\$134.27	\$0.00
Replace	TEE NORMAQUICK FITTING	M	0.00	0.00	2 @	\$13.82	\$27.64	\$0.00
Replace	ELBOW- RUBBER AIR	M	1.00	0.00	1 @	\$49.70	\$49.70	\$0.00
Replace	HOSE W/LINER CLAMP	M	0.00	0.00	4 @	\$2.50	\$10.00	\$0.00
Replace	3/8 SILICONE HOSE PUR	M	0.00	0.00	10 @	\$7.72	\$77.20	\$0.00
Replace	3/8 SILICONE HOSE PUR	M	0.00	0.00	8 @	\$7.72	\$61.76	\$0.00
Replace	CLAMPS	M	0.00	0.00	1 @	\$46.65	\$46.65	\$0.00
Replace	UNION AIR	M	0.00	0.00	1 @	\$36.97	\$36.97	\$0.00
	REWIRE NEW HARNES TO MATCH UNIT	M	100.00	0.00		\$0.00	\$0.00	\$0.00
R&I	INTERIOR CONTROL BOARDS		20.00	0.00		\$0.00	\$0.00	\$0.00
Replace	TRANS FLUID		1.00	0.00	1 @	\$458.55	\$458.55	\$0.00
Replace	DEF FLUID		1.00	0.00	1 @	\$58.46	\$58.46	\$0.00
Replace	ANTIFREEZE		1.00	0.00	1 @	\$269.77	\$269.77	\$0.00
Replace	WASHER		1.00	0.00	1 @	\$32.17	\$32.17	\$0.00
	PETERBILT INVOICE		0.00	0.00		\$0.00	\$0.00	\$1,630.00
	NULIFE INVOICE		0.00	0.00		\$0.00	\$0.00	\$3,291.15
Replace	ZIP TIES FOR HARNESSSES		0.00	0.00	1 @	\$86.13	\$86.13	\$0.00
Replace	RUBBER HOSE COVERINGS		0.00	0.00	1 @	\$381.25	\$381.25	\$0.00
Replace	BRAKE LINE		0.00	0.00	1 @	\$158.30	\$158.30	\$0.00
Replace	AIRLINE FITTINGS/NIPPLES		0.00	0.00	1 @	\$272.01	\$272.01	\$0.00
Replace	CLAMPS		0.00	0.00	1 @	\$261.23	\$261.23	\$0.00
Replace	WIRE		0.00	0.00	1 @	\$90.54	\$90.54	\$0.00
Replace	OIL		0.00	0.00	1 @	\$102.34	\$102.34	\$0.00
Replace	TRAVEL TIME TO/FROM NULIFE		1.00	0.00		\$0.00	\$0.00	\$0.00
	TRAVEL TIME TO PICKUP PARTS		5.00	0.00		\$0.00	\$0.00	\$0.00
	----- Changed Items -----							
R&I	Type 1, Cleaner Assy, Air		(0.50)	0.00		\$0.00	\$0.00	\$0.00
Replace	Type 1, Cleaner Assy, Air	M	3.00	0.00	1 @	\$1,068.75	\$1,068.75	\$0.00
R&I	Battery		(0.60)	0.00		\$0.00	\$0.00	\$0.00
Replace	Battery		0.60	0.00	3 @	\$213.06	\$639.18	\$0.00
Replace	Module, Engine Control, Cummins, ISC		(2.30)	0.00	1 @	(\$1,860.02)	(\$1,860.02)	\$0.00
Replace	Module, Engine Control, Cummins, ISC	M	2.30	0.00	1 @	\$1,860.02	\$1,860.02	\$0.00

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Name:	OCONEE COUNTY	Unit #:	800.27

Replace	CAB HARNESS CUMMINS DUEL STEER	M	(8.70)	0.00	1 @	(\$1,100.45)	(\$1,100.45)	\$0.00
Replace	CAB HARNESS CUMMINS DUEL STEER	M	8.70	0.00	1 @	\$3,761.52	\$3,761.52	\$0.00
Replace	DOGHOUSE CONTROL MODULE	M	(18.00)	0.00		\$0.00	\$0.00	\$0.00
R&I	DOGHOUSE CONTROL MODULE	M	18.00	0.00		\$0.00	\$0.00	\$0.00
Replace	Check All Fluid Levels & Lamps	M	(0.50)	0.00		\$0.00	\$0.00	\$0.00
Replace	Check All Fluid Levels & Lamps	M	2.00	0.00		\$0.00	\$0.00	\$0.00

Summary	Amount	Rate	Discount	Total
Body Labor	29.2	\$85.00	0.00%	\$2,482.00
Paint Labor	0.0	\$85.00	0.00%	\$0.00
Mechanical	254.8	\$125.00	0.00%	\$31,850.00
Frame Labor	0.0	\$125.00	0.00%	\$0.00
Misc. Labor	0.0	\$85.00	0.00%	\$0.00
Parts	\$15,153.97		0.00%	\$15,153.97
Misc.				\$5,395.91
Sub-Total				\$54,881.88
Sales Tax				909.24

State (Parts)  
\$15,153.97 @ 6.0000%: \$909.24

<b>Supplement Changes Total:</b>	<b>\$55,791.12</b>
<b>Betterment:</b>	<b>\$0.00</b>
<b>Supplement Changes Grand Total:</b>	<b>\$55,791.12</b>

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Estimated By:	Brant Rigsby	Model:	320
Name:	OCONEE COUNTY	Unit #:	800.27

**TERMS & CONDITIONS**

The above is an estimate based on inspection and does not cover additional parts or labor which may be required after the work has been started. Occasionally worn or damaged parts are discovered which may not have been evident on the first inspection. Because of this, the above prices are not guaranteed. Quotations on parts and labor are current and subject to change.

Signed \_\_\_\_\_ Date \_\_\_\_\_

# PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: May 2, 2023

## ITEM TITLE:

Title: **Change Order # 1** Department(s): **Oconee PRT – High Falls** Amount: **Original Purchase Order: \$11,821.04**  
**PO # 55247 Skanska USA Building, Inc.** **Change Order # 1: \$98,160.00**  
**Total: \$109,981.04**

## FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2022-2023 budget process.

Budget **\$109,981.04** Project Cost: **\$109,981.04** Balance: **\$0.00** Finance Approval: \_\_\_\_\_  
(Funding from Local ATAX Fund)

## BACKGROUND DESCRIPTION:

Pleasant Alexander built the Alexander-Cannon-Hill (ACH) House in 1831. In 1971, Duke Power gave the house to High Falls County Park. On July 24, 1972, the ACH House was added to the National Register of Historic Places and retains much of the original construction. Currently, the first floor is being used as office space / gift shop and the second floor has only been used for storage. Park Staff wants to utilize the second floor of the house to include office space, conference room, bathroom, etc. Procurement and Park Staff began creating specifications for an electrical upgrade. During a visit to the site, structural issues were found that require correcting before any renovations could be started. With this being a structure from 1831 and being listed on the National Register of Historic Places, staff decided it was in the best interest of the County and the Structure to have a firm that is well versed in this type of project to assist with the renovation..

On January 18, 2023, staff contracted with Skanska USA Building, Inc., On-Call Program / Project Management Firm, to assist with the Renovation Project. Procurement issued Purchase Order Number 55247 to Skanska USA Building, Inc., in the amount of \$ 11,821.04 for Program / Project Management for initial programming and project review phases for the Alexander-Cannon-Hill House at High Falls County Park.

This Change Order request is for Phase 2 of the Alexander-Cannon-Hill House Renovation. Project Order #1 – Amendment #1 includes Design Phase, Bidding Assistance, Construction Phase, and Transition Phase.

Staff requests approval for Change Order #1 to PO 55247 for Program / Project Management Services, in the amount of \$98,160.00; which is an addition to the original scope of work. If approved, the new total for the purchase order is \$ 109,981.04.

## ATTACHMENT(S):

1. Skanska USA Building, Inc. Project Order #1 – Amendment #1

## STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Change Order # 1 to PO 55247 in the amount of \$98,160.00 for a total purchase order amount of \$109,981.04.
2. Authorize the County Administrator to execute documents for this change order.

Submitted or Prepared By: \_\_\_\_\_ Approved for Submittal to Council: \_\_\_\_\_  
Tronda Popham, Procurement Director Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

**CONSULTING MASTER SERVICES AGREEMENT**

**BETWEEN**

**OCONEE COUNTY, SOUTH CAROLINA**

**AND**

**SKANSKA USA BUILDING INC.**

**PROJECT ORDER #1 - AMENDMENT # 1**

**PROJECT: Alexander-Cannon-Hill House Restoration**

**A. SCOPE OF SERVICES:**

Provide Program Management Services during the Design through Closeout of the Alexander-Cannon-Hill House Renovation project. Services are to be performed on a “lump sum” basis. Services include:

**Design Phase Services**

- Monitor the design for compliance with budget and overall County intent.
- Monitor design for operational and security objectives.
- Monitor design for adherence to all codes and standards.
- Assist in developing alternatives for County review.
- Conduct all design meetings with contractor/architect/County staff.
- May be required to conduct presentations to Council throughout the process.
- Implement tracking and reporting system tailored to needs of the County that keep the owner regularly informed of project costs, schedules, funding, technical issues and quality control.
- Implement cost management system and provide all cost estimates as needed for any alternatives presented.
- Monitor all quality objectives and make sure all security/safety issues are addressed.
- Monitor and control project schedule.
- Coordinate surveys, assessments and testing for new building site and if renovated, existing building (hazardous materials, environmental, geotechnical, mechanical, structural, utilities, etc.)
- Coordinate preliminary and final review of design and submission of required plans, design documents and working drawings prior to construction as required.

**Procurement Assistance Services**

**(NOTE: Some or all of these services may be provided in each phase, as appropriate)**

- Assist the County in preparation of bid/proposal documents. The County will issue and advertise the bid/proposal.
- Assist in the preparation of bidders list.
- Assist with pre-bid conference.

- Assist with answering any questions and preparing Addendums if needed.
- Assist in the evaluation of proposals and interviews if needed.
- Assist with contract negotiations and the preparation and award of contract.
- Throughout the entire process, represent the County in all negotiations, dispute resolutions and all aspects of Contract Administration.

### **Construction Phase Services**

- Provide on-site construction project management representative, who will act as the “owner’s advocate” at all times.
- Ensure that all necessary permits and certifications have been obtained.
- Facilitate all construction progress meetings and provide written reports.
- Monitor labor and materials progress.
- Resolve any conflicts. Mediate any disputes.
- Recommend when change orders should be used and insure their validity.
- Provide technical inspections and quality control monitoring.
- Monitor the quality of all workmanship and materials.
- Monitor all progress payments and provide status reports that include funding, allocation and project costs.
- Provide cash flow projections and ongoing budget analysis.
- Provide detailed monitoring of construction scheduling.
- Coordinate final check out and punch list.

### **Transition Phase**

- Assist in development of new Furniture, Fixtures & Equipment, (FFE) items.
- Coordinate procurement of new FFE and coordinate installation of new and reused FFE.
- Assist in management issues in move to new facility, coordinate walk-through with contractor, sub-contractors and owner.
- Receive and verify owners / equipment / operations / parts / service manuals, warranties, guarantees, etc. and provide to owner.
- Obtain as-built drawings and provide them to the owner.
- Assist in development of policies, procedures and training programs for new facility operation.
- Monitor detailed checkout of all systems (security, life safety, electronics, etc.).
- Develop energy management plan, program to monitor energy usage, utility coordination and final rate negotiation.
- Assist the County with obtaining occupancy permit.
- Assist in resolving issues/problems with building, systems, and grounds during training, transition and initial occupancy.

### **B. SERVICES SCHEDULE:**

Services are anticipated to be needed from May 2023 through June 30, 2024.



**C. DELIVERABLES**

- See Consulting Master Service Agreement.

**D. BASIS FOR PAYMENT:**

Client shall compensate Consultant as follows:

- 1. Billable Rates.** Client shall pay Consultant for the time expended by Consultant’s personnel in performing the Services based on the following billable labor rates and total not-to-exceed (“NTE”) amount:

All other costs associated with the performance of Services shall be compensable as Expenses.

- 2. Expenses.** In addition to paying for Consultant’s personnel as provided in Paragraph 1 above, Client shall reimburse Consultant for Expenses reasonably incurred by Consultant in connection with performing the Services plus 10% percent (“Multiplier”). “Expenses” are defined as costs and expenses incurred by Consultant in performing the Services under the Agreement. Expenses may include, but not be limited to: necessary travel and transportation costs, including mileage at the applicable current rate per mile when the Consultant’s automobile or the automobiles of its employees are used; meals and lodging; and printing, binding, and reprographic charges.
- 3. Limit of Services.** Client has authorized Consultant to perform Services until it has reached the “not to exceed” amount specified below. This “not to exceed” amount is a lump sum amount for which Consultant is required to complete the Services and provide the Deliverables specified in this Project Order, but is the limit of Client’s authorization to Consultant to perform Services without further written authorization from Client to increase that amount. In the event the Services are not completed by Consultant prior to reaching the specified not to exceed amount (as it may be revised by Client from time to time), Consultant shall suspend performance of the Services until it receives written notice from Client authorizing Consultant to resume performance, either to completion or until Consultant reaches another stipulated not to exceed amount. Any such suspension by Consultant shall be treated as a suspension by Client under Section 5(b) of the Agreement. If Client does not authorize Consultant to proceed with incomplete Services within thirty (30) days from the effective date of the suspension, Consultant may thereafter terminate the Agreement on written notice to Client and such termination will be deemed to have been a termination by Client for its convenience under Section 5(a) of the Agreement.

Cost Description	Design Phase			Procurement Phase		Construction Phase								Transition Phase	Total Hours	Rates	Total Fee
	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24			
Project Executive (Scott Penton)	0	8	8	4	4	4	4	4	4	4	4	4	4	4	60	\$180.00	\$ 10,800.00
Senior Project Manager (Paul Ensign)	48	48	48	24	24	24	32	32	32	32	32	32	24	8	440	\$155.00	\$ 68,200.00
Project Manager (Jason Solomon)	0	0	0	4	4	8	8	8	8	8	8	8	8	0	72	\$130.00	\$ 9,360.00
Pre-Construction Estimating (Allowance)	40	0	0	0	0	0	0	0							40	\$120.00	\$ 4,800.00
Expenses (Lump Sum)																	\$ 5,000.00
<b>Project Order 1 - Amendment 1</b>															<b>Total:</b>		<b>\$ 98,160.00</b>

NOT TO EXCEED: \$ 98,160.00

**E. CLIENT SUPPLIED DOCUMENTS:**

Client to provide all documentation necessary for Consultant to perform due diligence services.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2023  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX – Host Compliance/Granicus Short Term Rental Monitoring 3-year service agreement renewal

**BACKGROUND OR HISTORY:**

Oconee contracted with Host Compliance in 2018. The program started in spring of 2019 and provides address identification, validation and compliance monitoring of short-term rentals for local ATAX compliance. In addition, the program provides web based registration, online collection capabilities for local accommodations tax providers and letter compliance monitoring which provides proactive, data driven outreach via letter to non-compliant properties utilizing created form letters. Since the program started in 2018, over 400 additional short-term rentals are now compliant.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

None

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement’s website]

If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Staff recommends approval to continue the service agreement for a term of 3 years. Total costs to pay over the three-year period will not exceed \$82,494 with funds coming from the local accommodations tax fund.

**FINANCIAL IMPACT:**

**Not to exceed \$82,494 over 3 years with funds coming from the local accommodations tax fund.  
Local ATAX balance as of 4.4.23 = \$603,809.49**

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Phil Shirley, PRT Director  
Department Head/Elected Official

\_\_\_\_\_  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



408 St. Peter St, Suite 600  
St. Paul, MN 55102

**THIS IS NOT AN INVOICE**

Order Form  
Prepared for  
Oconee County SC

## Granicus Proposal for Oconee County SC

### ORDER DETAILS

**Prepared By:** Sophia Rasmussen  
**Phone:**  
**Email:** sophia.rasmussen@granicus.com  
**Order #:** Q-259916  
**Prepared On:** 06 Mar 2023  
**Expires On:** 30 May 2023

### ORDER TERMS

**Currency:** USD  
**Payment Terms:** Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)  
**Current Subscription End Date:** 30 May 2023  
**Initial Order Term End Date:** 30 May 2026  
**Period of Performance:** 05/31/2023 - 05/30/2024

## PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	Billing Frequency	Quantity/Unit	Annual Fee
STRH - Legacy - Recurring Subscription	Annual	1 Each	\$2,975.67
Address Identification	Annual	1 Each	\$11,842.76
Mobile Permitting & Registration	Annual	1 Each	\$2,407.50
Tax Collection	Annual	1 Each	\$2,407.50
Compliance Monitoring	Annual	1 Each	\$6,026.24
<b>SUBTOTAL:</b>			<b>\$25,659.67</b>

**FUTURE YEAR PRICING**

Solution(s)	Period of Performance	
	31 May 2024 - 30 May 2025	31 May 2025 - 30 May 2026
STRH - Legacy - Recurring Subscription	\$3,183.97	\$3,406.84
Address Identification	\$12,671.75	\$13,558.78
Mobile Permitting & Registration	\$2,576.03	\$2,756.35
Tax Collection	\$2,576.03	\$2,756.35
Compliance Monitoring	\$6,448.08	\$6,899.44
<b>SUBTOTAL:</b>	<b>\$27,455.86</b>	<b>\$29,377.76</b>

## PRODUCT DESCRIPTIONS

Solution	Description
Address Identification	<p>Ongoing monitoring of 60+ Short Term Rental websites including major platforms Airbnb, VRBO, HomeAway, Booking.com, FlipKey, &amp; Expedia. Our machine learning will deduplicate all known Listings into unique Rental Units, where our identification team will provide owner contact information for further enforcement. This product includes:- Ongoing monitoring of all listings in your jurisdiction</p> <ul style="list-style-type: none"> <li>- Updating listing activity and details every 3-5 days</li> <li>- Screenshot activity of every listing</li> <li>- Deduplication of listings into unique Rental Units</li> <li>- Activity dashboard and map to monitor trends and breakdown of compliance</li> </ul>
Mobile Permitting & Registration	<p>Mobile-enabled online forms and back-end systems for streamlining the registration/licensing/permitting of individual short-term rental hosts. These registration forms and workflows include:- Parcel Number lookup and validation</p> <ul style="list-style-type: none"> <li>- E-Signatures</li> <li>- ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> <li>- Registration Number &amp; Certificate creation</li> <li>- Document Upload</li> <li>- Renewals</li> <li>- Email confirmation</li> <li>- Admin approval &amp; denial</li> </ul>
Tax Collection	<p>Tax Collection can be built as a separate mobile-enabled form or coupled with Mobile Permitting &amp; Registration in one single portal allowing your users to:- Report revenue monthly, quarterly, or annually and pay sales tax due (i.e TOT)</p> <ul style="list-style-type: none"> <li>- Remind users when they are registering for a permit/license to also report any back taxes</li> <li>- Collect ACH, Debit, and Credit Payments exclusively powered by Stripe.com</li> </ul>
Compliance Monitoring	<p>Compliance monitoring provides up-to-date information for each identified Rental Unit and its compliance status. We configure your compliance definition specific to your jurisdiction rules and ordinances in order to provide up-to-date compliance status of each Identified Rental Unit. Additionally, this product will:- Allow your team to send letters to non-compliant properties 24/7</p> <ul style="list-style-type: none"> <li>- Configure letter templates with your branding and letterhead</li> <li>- Add as many letter sequences as you need for escalation</li> <li>- Monitor properties that become compliant after letter enforcement</li> </ul>

**BILLING INFORMATION**

<b>Billing Contact:</b>		<b>Purchase Order Required?</b>	[ ] - No [ ] - Yes
<b>Billing Address:</b>		<b>PO Number:</b> <i>If PO required</i>	
<b>Billing Email:</b>		<b>Billing Phone:</b>	

**If submitting a Purchase Order, please include the following language:**  
*The pricing, terms, and conditions of quote Q-259916 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.*

**AGREEMENT AND ACCEPTANCE**

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Oconee County SC	
<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	





## TERMS & CONDITIONS

- Link to Terms: <https://granicus.com/legal/licensing>
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Oconee County SC to provide applicable exemption certificate(s).
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-259916 dated 06 Mar 2023 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: May 2, 2023**  
**COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE: [Brief Statement]**

Council consideration and approval of adding a full-time Equipment Operator IV at the Oconee County Rock Quarry

**BACKGROUND DESCRIPTION:**

The addition of the Equipment Operator IV position request is for the purpose of manning the new residential sales yard at the Oconee County Rock Quarry. On January 3, 2023, the Oconee County Rock Quarry opened the residential sales yard to cater to citizens purchasing materials at the Quarry with small vehicles and pickup trucks. By separating small trucks and trailers from heavy equipment, a dedicated operator with a more appropriately sized machine can safely load materials for consumers. This has been a major success from both a safety perspective, and helping put homeowners who utilize the Quarry at ease by simplifying the loading process.

The new residential sales yard is a permanent feature at the Oconee County Rock Quarry and must be staffed accordingly. Historically any operator that loads material onto a customer's vehicle has been an Equipment Operator IV due to the risk of injury and property damage to the customer. As such, the Oconee County Rock Quarry is requesting the addition of a full-time Equipment Operator IV position.

**SPECIAL CONSIDERATIONS OR CONCERNS: [only if applicable]**

A temporary Equipment Operator III currently assists with the residential sales yard. If the addition of the Equipment Operator IV position is approved, the Oconee County Rock Quarry would not require the temporary position and it would be removed from the budget.

**FINANCIAL IMPACT:**

The Equipment Operator IV position, including full benefits, will cost Oconee County between \$52,988 - \$59,436 based on experience and training at time of hire.

**ATTACHMENT(S):**

**STAFF RECOMMENDATION:**

Staff recommends Council approve the addition of the Equipment Operator IV position for the Oconee County Rock Quarry.

**Submitted or Prepared by:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Thom Moxley, Quarry Manager**

\_\_\_\_\_  
**Amanda Brock, Administrator**

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**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Council Meetings

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/06/2023 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch  
General Manager

Subscribed and sworn to before me this  
01/06/2023



Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030



**LEGAL S**

The Oconee County Council will meet in 2023 on the first and third Tuesday of each month with the following exceptions:

• July & August meetings, which will be only on the third Tuesday of each of these months;

• December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 24, 2023 in Council Chambers to establish short and long term goals. Oconee County Council will also meet on Tuesday, January 2, 2024 in Council Chambers at which point they will establish their 2024 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 24, 2023 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2023 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following



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**THE JOURNAL**

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# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
District I

Matthew Durham  
Chairman  
District II

Don Mize  
Vice Chairman  
District III

Julian Davis, III  
District IV

J. Glenn Hart  
Chairman Pro Tem  
District V



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The Transportation Committee at 4:30 p.m. on the following dates: February 21, May 16, July 18, & September 19, 2023.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 21, June 6, August 15, & October 17, 2023.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 24 [Strategic Planning Retreat] & March 24 [Budget Workshop] and 4:30 p.m. on the following dates: March 7, April 18, & May 2, 2023.



## OCONEE CODE OF ORDINANCES

### Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

*Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
  - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
  - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
  - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
  - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
  - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
  - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
  - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)





# Public Comment

## SIGN IN SHEET

6:00 PM

May 2, 2023

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	DWIGHT BAKER	PLANNING & ZONING
2	JANET BARWICK	OCONEE HUMANE SOCIETY
3	BOB HOOVER	" " "
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Good evening. My name is Janet Barwick and this is Bob Hoover both with Oconee Humane Society. I'm here to share information to help you with budgeting decisions for animal welfare within our county.

For 50 years now, Oconee Humane Society has worked for you and the residents of the county. We are staffed mostly by volunteers and supported by donations and grants. We manage the shelter adoption center and work to decrease the number of homeless pets in our county through spay/neuter and humane education. We pioneered a low-cost spay/neuter voucher program open to all residents, called Spay/Neuter Assistance Program (SNAP), and applaud councils for funding the county program, called Spay/Neuter Assistance Coalition (SNAC), to help the most vulnerable people within our community afford spay/neuter services. The win-win is that our residents can enjoy the tremendous companionship a pet brings without adding to pet overpopulation. We have issued 16,000 SNAC low-household income vouchers since the program began in 2011.

Oconee residents need funds for the low-cost spay/neuter program to increase – not decrease and respectfully ask that you reconsider the proposed decrease to the county's spay/neuter program.

It is important to know up to 508 puppies can be born to one unspayed female dog and her offspring in only 7 years. Even more alarming, up to 4,948 kittens can be born in the same timeframe. The capture, impoundment and even destruction of unwanted animals comes at a high cost to taxpayers.

As additional information, between 2018 and 2020 alone, an average of 2,000 cats entered the county shelter each year and half were euthanized each year. In 2021 after a scathing evaluation was publicized, Animal Control began a managed intake program and stopped trapping and intake for feral or community cats. The cats, however, did not stop producing so naturally these populations are increasing. OHS' kitten foster program saw an increase from just under 500 in 2021 to over 1,000 in 2022. We cover costs associated with foster care for the kittens and in the current year have covered 60% of the cost for their spay/neuter surgeries. While surgeries, on an annualized basis, have increased for cats by 83%, the county spending has decreased to cover only 40%, compared to approximately 65% historically.

Additionally, OHS began a grass-root effort to trap, spay/neuter and return cats. This is widely recognized as the most humane and effective method known for managing feral and stray cats and reducing their numbers. The new OHS Pet Medical Clinic provides surgeries and rabies vaccines for the community cats brought in by our volunteer trappers or Oconee residents for little to no cost. Addressing this overpopulation problem head on is the only answer to reduce these populations. We cannot digress to the failed philosophy of simply intaking and euthanizing. We must control the exploding population through spay/neuter.

We appreciate the county has recognized the need for the community cat program and that the new fiscal year budget includes funding to support this effort.

# ***Oconee County Council***

## **Committee Assignments & Meeting Dates**

### **2023**

#### **Budget, Finance & Administration**

February 24<sup>th</sup> [Strategic Planning Retreat beginning at 9 a.m.]

March 24<sup>th</sup> [Budget Workshop -9a.m.]

March 7<sup>th</sup>, April 18<sup>th</sup>, May 2<sup>nd</sup> [4:30 p.m. – prior to CC meeting]

- **Mr. Elliott, Chair**
- All Council Members

#### **Law Enforcement, Public Safety, Health & Welfare [4:30 p.m. – prior to CC meeting]**

February 21<sup>st</sup>, May 16<sup>th</sup>, July 18<sup>th</sup>, September 19<sup>th</sup>

- **Mr. Mize, Chair**
- Mr. Hart
- Mr. Durham

#### **Transportation [4:30 p.m. – prior to CC meeting]**

February 21<sup>st</sup>, May 16<sup>th</sup>, July 18<sup>th</sup>, September 19<sup>th</sup>

- **Mr. Hart, Chair**
- Mr. Mize
- Mr. Elliott

#### **Planning & Economic Development [4:30 p.m. – prior to CC meeting]**

March 21<sup>st</sup>, June 6<sup>th</sup>, August 15<sup>th</sup>, & October 17<sup>th</sup>

- **Mr. Mize, Chair**
- Mr. Hart
- Mr. Durham

#### **Real Estate, Facilities & Land Management [4:30 p.m. – prior to CC meeting]**

March 21<sup>st</sup>, June 6<sup>th</sup>, August 15<sup>th</sup>, & October 17<sup>th</sup>

- **Mr. Davis, Chair**
- Mr. Hart
- Mr. Mize

**ALL Committee meetings begin at 4:30 p.m. unless otherwise noted.**